

NOV 9 1977

W. S. TANKERSLEY

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said James E. Phillips and Barbara B. Phillips,
 hereinafter called Mortgagor, in and by our certain Note or obligation bearing
 even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN
 NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal
 sum of Six Thousand Six & 44/100 Dollars (\$ 6,006.44),
 with interest thereon payable in advance from date hereof at the rate of 9.0 % per annum; the prin-
 cipal of said note together with interest being due and payable in (60) Number
monthly installments as follows:

(Monthly, Quarterly, Semiannual or Annual)
 Beginning on December, 1977, and on the same day of
 each monthly period thereafter, the sum of
One Hundred Twenty Five & 60/100 Dollars (\$ 125.60)
 and the balance of said principal sum due and payable on the day of , 19 .

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance
 on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this
 mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the
 note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at
 the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable
 to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of %
 per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said
 note will more fully appear; default in any payment of either principal or interest to render the whole sum
 due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to
 any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure
 or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as
 the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money
 aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms
 of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor
 in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these pres-
 ents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these
 presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate,
 to-wit:

ALL that piece, parcel or lot of land situate lying and being on the southwestern side
 of Richbourg Road near the City of Greenville, in the County of Greenville, State of
 South Carolina and known and designated as Lot No. 13 of a subdivision known as
 Morningside, plat of which is recorded in the R. M. C. Office for Greenville County
 in Plat Book EE at Page 3 also plat recorded in Plat Book FF at Pages 84 and 85;
 said lot having such metes and bounds as shown thereon.

This being the same piece of property which was conveyed to James E. and Barbara B.
 Phillips by Albert J. Kelly and Lillie M. Kelly on February 13, 1969, and recorded
 February 14, 1969 in the Greenville County Clerk's Office in Deed Book 862 at
 page 184.

Mortgagees Address: C & S National Bank, P. O. Box 1449, Greenville, S. C. 29602



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