

The State of South Carolina,

COUNTY OF GREENVILLE

JUL 11 3 25 PM '78  
JAMES S. TAYLOR, CLERK  
R.M.C.

I, Walter A. McPhail, Jr.

SEND GREETING:

Whereas, I, the said Walter A. McPhail, Jr.

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Ann T. Chandler

hereinafter called the mortgagee(s), in the full and just sum of

Seventy Thousand and No/100----- DOLLARS (\$70,000.00 ), to be paid at such place as / mortgagee may from time to time designate, together with interest thereon from date hereof until maturity at the rate of Eight ( 8 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of July, 19 78, and on the 1st day of each month of each year thereafter the sum of \$ 757.72, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 19 90, and the balance of said principal and interest to be due and payable on the 1st day of June, 1990; the aforesaid monthly payments of \$ 757.72 each are to be applied first to interest at the rate of Eight ( 8 %) per centum per annum on the principal sum of \$ 70,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of eight (8%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Ann T. Chandler, her heirs and assigns, the following described real estate:

All that piece, parcel, or lot of land with all improvements thereon situate, lying and being in the town of Mauldin, County of Greenville, State of South Carolina, and being known and designated as part of Lot 8 of "Property of C.E. Robinson, Jr." on a plat prepared by Carolina Engineering & Surveying Co., Greenville, South Carolina, dated February 2, 1962, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX at Page 175; and as shown on a plat of "Property of R.V. Chandler, Jr.", prepared by C.O. Riddle, Reg. L.S. 347, dated April 1974, to be recorded in the RMC Office for Greenville County, South Carolina, having the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the south edge of Jenkins Street, said point being located at the end of the common boundary line of the property of the Grantor and Lee P. Ward, Sr., and running thence N74-52E 44 feet to an iron pin; thence running S17-58E 125 feet to an iron pin; thence running S74-52W 43.9 feet to an iron pin; thence running N18-00W 125 feet to the edge of Jenkins Street, the point of BEGINNING.

This being the identical property conveyed to mortgagor by the mortgagee, et al, of even date and to be recorded herewith.

DOCUMENTARY STAMP TAX \$ 28.00  
JUL 11 1978

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