

GREENVILLE CO. S.C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

JAMES E. PHILLIPS

hereinafter called

the Mortgagor(s). SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to BANK OF GREER, GREER, S. C., hereinafter called Mortgagee, in the full and just sum of **TWENTY FIVE THOUSAND, FIVE HUNDRED AND NO/100ths DOLLARS**, to be paid in monthly installments of \$323.03 commencing on the 12th day of March, 1979 and on the 12th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the 12th day of February, 1989.

with interest thereon from date at the rate of nine per centum per annum, to be computed and paid monthly, as stated above, until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agree(s) to pay all costs and expenses including a reasonable amount as attorneys' 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 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 according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing of these Presents, 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.

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, containing 1.57 acres according to a plat of property of W. E. Shaw, prepared by Dalton and Neves, Engineers, dated September, 1972 and recorded in the RMC Office for Greenville County in Plat Book 4k at page 4, and having such metes and bounds as appear by reference to said plat. Said lot fronts on the southerly side of St. Marks Road a distance of 120 feet and is bounded on its northwesterly side by the right of way of the P & N Railroad.

THIS is the identical property conveyed to the Mortgagor by deed of W. E. Shaw and Arnold E. Mullinax, recorded in Deed Book 964 at page 571 on January 12, 1973. Reference is also made to a corrective deed, recorded in Deed Book 1063 at page 843.