

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. H. Phillips, of Greenville County, State of South Carolina

SEND GREETING:

WHEREAS, I, the said W. H. Phillips

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to W. C. McAbee

in the full and just sum of SIX HUNDRED & NO/100 (\$600.00) Dollars to be paid: on or before August 1, 1942

with interest thereon from date at the rate of six (6%) per cent. per annum, to be computed and paid

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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; said note further providing for an attorney's fee of 10% of the amount due thereon

besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

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 signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee, and his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

on the West side of Stratham Street, in the City of Greenville, being shown as Lot No. 45, Block 4, page 31, of the City Block Book, and having the following metes and bounds:

Beginning at an iron pin on the West side of Stratham Street, corner of lot now or formerly owned by R. L. Joyner, and running thence with the line of said lot, S. 89 W. 187 1/2 feet to an iron pin; thence S. 12-20 E. 53 feet 3 inches to an iron pin, corner of lot now or formerly owned by Mary Payne Holliday; thence with the line of said lot, N. 89 E. 181 feet to a point on Stratham Street; thence with the Western side of Stratham Street, N. 0-15 E. 53 feet, 3 inches to the beginning corner; this being the same property conveyed to W. H. Phillips by W. C. McAbee by deed dated August 16, 1940, recorded herewith.

It is understood and agreed that this mortgages in junior in lien to the mortgage executed by W. H. Phillips to Fidelity Federal Savings and Loan Association in the sum of \$1,000.00, dated August 16, 1940.