VOL 395 PAGE 448

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JUL 27 12 14 PM 1948

OLLIE FARNSWORTH R. M.C.

## To All Whom These Presents May Concern:

We, Harold L. Phillips and W. Herman Phillips,

SEND GREETING:

Whereas, we the said Harold L. Phillips and W. Herman Phillips,

in and by our certain

promissory

note in writing, of even date with these

Presents.

well and truly indebted to

W. A. Smith

in the full and just sum of TWENTY TWO HUNDRED FIFTY and no/100 (\$2250.00) DOLLARS to be paid as follows: Thirty (\$30,00) Dollars on August 27th,1948, and a like amount on the 27th day of each and every successive calendar month thereafter until said principal has been paid in full, each of said payments to be applied first to interest and balance to principal, for a period of Five (5) years, at which time the entire principal balance will become due and payable; with the privilege of anticipating by the payment of all or any part thereof before due, after the expiration of one (1) year,

, with interest thereon from date

at the rate of Six per centum per annum, to be computed/and paid monthly

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, 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, 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 his 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 10 per cent. of the indebtedness 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 we, the said Harold L.Phillips and W.Herman phillips,

sum of money aforesaid, and for the better securing the payment thereof to the said W. A. Smith

according to the terms of the said note, and also in

w. Herman Phillips/hand well and truly paid by the said W. A. Smith

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 W. A. Smith, his heirs and assigns,

all that piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, on the Highway leading from Greenville to Laurens, near Laurel Creek, and, according to a surve, made by J. Mac Richardson, Reg. L. S., having the following metal and houses, to-wit:

makes and howeds, to-wit:

BEGINNING as an iron pin on the western right-of-way line of the the caid Highway at the corner of the U. G. Cantrell property, and running thence along the line of said property, S. 37-34 W. 656 fest to an iron pin at the old Laurens Road; thence along said old Laurens Road; thence along said old Laurens Road; thence N. 37-32 E. 637 feet to an iron pin on the western right-of-may line of the said Greenville-Laurens Highway; thence along the western right-of-way of the said Greenville-Laurens Highway, N. 46-23 W. 200 feet to the beginning corner, and containing Two and 96/100 (2.96) acres, more or less.

This is the same property conveyed to us by Gabrielle Austin and Charley V. Austin by their deed to be recorded.

This is a first mortgage over the above described property, and there are no other mortgages, liens or other encumbrances over or against same prior to this mortgage.

This is to certify that this martyage has seen paid in gell, as of this fate, march 20, 1959

SATYSFIED AND CANCELLED OF RECOSE

18 DAY OF A CONTY, S.C.

R. M. C. FOR GREENVILLE COUNTY, S.C.

AT 2:16 D'OLOCK P. NO. 30546