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MORTGACE OF REAL ESTATE—Prepared by Rainey, Fault & Horton, Attorneys at Law, Greenville, S. C. FILED.

GREENVILLE CO. S. C.

The State of South Carolina, OCT 31 3 15 PM 169

COUNTY OF GreenvilleOLLIE FARMSWORTH

Whereas, we the said Fontaine Rice, as Trustees under an Indenture of Trust executed by Gladys S. Rice and Frank Towers Rice and Claire Fontaine Rice, dated November 4, 1966 hereinafter called the mortgagor(s) in and by Our certain promissory note in writing, of even date with these presents, are well and truly indebted to W. H. Phillips and Harold Phillips

hereinaster called the mortgagee(s), in the full and just sum of Four Thousand Five Hundred and No/100

DOLLARS (\$ 4,500.00), to be paid in 12 Gallan St. in Greenville, S. C., together with interest thereon from that thereof until maturity at the rate of

in Greenville, S. C., 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 15th ay of December , 1969 , and on the 15th day of each

month of each year thereafter the sum of \$ 125.00 the applied on the interest and principal of said note, and payments to continue/organization and principal of said note, and payments to continue/organization and principal of said note, and payments to continue/organization and interest and principal of said note. The principal and interest and principal of said note and payments of \$125.00 each are to be applied first to

interest at the rate of eight (8%) per centum per annum on the principal sum of \$4,500.00 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 seven (7%) 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 convenant 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 mortgage 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 We, 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 US, the said mortgager(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 W. H. PHILLIPS AND

HAROLD PHILLIPS; Their Heirs and Assigns, Forever:

ALL that certain piece, parcel or lot of land in Gantt Township, Greenville County, South Carolina, containing 5.2 acres, more or less, on the North side of Lakeside Road, about four and one-half miles from the Greenville County Courthouse, near Piedmont Road, and being known as the front potion of Lot No. 45 on Plat of Oakvale Farms, made by C. C. Jones, Engineer, August 1941, and revised September 19, 1952, recorded in the RMC Office for Greenville County, South Carolina in Plat Book BB, Page 77, and also recorded in Plat Book M, Page 15, and having, according to first mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Lakeside Road at the joint corner of Lots Nos. 45 and 46 and running thence along the line of Lot 46 N. 0-57 E. 703 feet more or less to an iron pin; thence along a line through Lot 45 S. 60-00 W. 550 feet more or less to an iron pin on the line of Lot No. 44; thence along the line of Lot No. 44 S. 30-14 E. 574.7 feet to an iron pin on the North side of Lakeside Road; thence along Lakeside Road N 66-09 E 150 feet to an iron pin; thence continuing along said road. N. 83-06 E. 58.5 feet to the beginning corner.