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MORTGAGE OF REAL ESTATE-Prepared by P. Bradley Morrah, Jr., Attorney at Law, Greenville, S. C.

The State of South Carolina,

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County of GREENVILLE

To All Whom These Presents May Concern:

HARRY R. KENNEDY and ELIZABETH B. KENNEDY

SEND GREETING:

Whereas, We

, the said Harry R. Keenedy and Elizabeth B. Kennedy

hereinafter called the mortgagor(s).

in and by our

hereinafte certain promissory note in writing, of even date with these presents, a

well and truly

indebted to J. C. PHILLIPS

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

EIGHT HUNDRED NINETY-NINE AND

----- DOLLARS (\$ 899.50

) to be noid

due and payable on or before December 31, 1958

, with interest thereon from

date

at the rate of

six (6%)

percentum per annum, to be computed and paid

interest at the 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; 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(s) promise to pay all costs and expenses including 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 mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 J. C. PHILLIPS, his Heirs and Assigns:

All that piece, parcel or lot of land containing 5.14 acres, more or less, situate, lying and being near the Southeasterly side of the Hudson Road in Chicks Springs Township, Greenville County, South Carolina, and having according to a plat prepared by Terry T. Dill, Reg. C. E., dated December 2, 1957, the following metes and bounds, to-wit:

BEGINNING at an iron pin, said iron pin being at the joint corner of property owned by E. W. Painter, J. C. Phillips and William A. and Florine G. Phillips, said iron pin being S. 31-23 E. 266.5 feet from the center of the Southeasterly side of Hudson Road, and running thence along the line of other property of J. C. Phillips, S. 31-23 E. 643.3 feet to an iron pin; thence running S. 79-38 W. 745 feet to a stone; thence running N. 30-30 E. 790 feet to an iron pin on joint corner of property owned by J. C. Phillips, E. W. Painter and William A. Phillips and Florine G. Phillips; thence running along the line of property owned by William A. and Florine G. Phillips, N. 30-30 E. 158 feet to point of beginning.

Being the identical property conveyed to the Mortgagors by deed of the Mortgagee this date.