

STATE OF SOUTH CAROLINA }
 COUNTY OF Greenville }

OLLIE FARNSWORTH
 MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: Robert W. Davis and Ruby J. Davis

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Oscar Phillips and Marie Burns Phillips

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Thousand Seven Hundred and No/100----

Dollars (\$1,700.00) due and payable

at the rate of \$25.00 per month, the balance due and payable five (5) years eight (8) months from date hereof,

NO INTEREST

with interest thereon from date at the rate of _____ per centum per annum to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, being known and designated as Lot No. 3 of a subdivision known as Elizabeth Heights, as shown by a plat thereof, dated May 1, 1956, by Madison H. Woodward, recorded in the RMC Office for Greenville County in Plat Book KK, at Page 11, and having, according to said plat, the following description, to-wit:

Lot 3, Staunton Bridge Road, ELIZABETH HEIGHTS:

BEGINNING on Staunton Bridge Road at an iron pin at joint front corners of Lots 2 and 3 and running thence 67.3 feet with the line of said Road to an iron pin at joint front corners of Lots 3 and 4; thence running 149.4 feet with the side line of Lot 4 to an iron pin at joint rear corners of Lots 3 and 4 and 61; thence running 67.3 feet with the rear line of Lots 61 and 62 to an iron pin at joint rear corners of Lots 2, 3, and 62; running thence 147.8 feet with the side line of Lot 2 to the iron pin at joint front corners of Lots 2 and 3 on Staunton Bridge Road, the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.