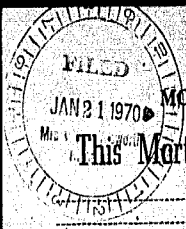


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BOOK 1146 PAGE 535

MORTGAGE OF REAL ESTATE - SOUTH CAROLINA



This Mortgage

made this 15th day of December, 1969, between

NOLAN D. PHILLIPS and

MARIA SZABO PHILLIPS

BRICK HOMES, INC.

called the Mortgagor, and hereinafter called the Mortgagee

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing, of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Twenty-four Thousand Six Hundred Sixty and 00/100 Dollars (\$24,660.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable as set forth in said note.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand paid by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

All that piece, parcel or lot of land on the northern side of Belvue Road in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 7 and the western portion of Lot No. 6 on a plat of property of Ora Greene Kelley, recorded in the office of the Clerk of Court for Greenville, County, South Carolina, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Belvue Road at the joint front corner of Lot No. 7 and 8 and running thence along the boundary of said lots No. 28-43 E. 200 feet; thence along the rear boundary of Lot No. 7, S. 61-17 E. 82 feet; thence along the rear of Lot No. 6, S. 77-28 E. 30 feet; thence through Lot No. 6 S. 15-30 W. 196 1/2 feet to a point on Belvue Road; thence along Belvue Road N. 71-34 W. 50 feet; thence continuing along said road N. 64-31 W. 105 feet to the point of BEGINNING.

Being the same property conveyed to Marie Szabo Phillips by deed from Eugene Szabo, dated May 30, 1969, and recorded in Book 869 at page 44 in the office of the Clerk of Court for Greenville County, South Carolina, to which deed and deeds therein referred to, reference is hereby made.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining, or that hereafter may be erected, or placed thereon.

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

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

The Mortgagee covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the buildings and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 and 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.