

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

JUN 29 1 30 PM '71

BOOK 1197 PAGE 51

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
OLLIE FARNSWORTH  
R. M. C.

WHEREAS, we, Bobby Gene Carver and Betty Jo Carver

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joe A. 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 Eighteen Hundred and no/100-----

-----Dollars (\$ 1800.00 ) due and payable  
a cash payment of \$1000.00 on May 27, 1971 and a cash payment of \$800.00 on or before  
May 27, 1972

May 27, 1972

with interest thereon from ~~date~~ at the rate of 7 per centum per annum, to be paid: monthly

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, Paris Mountain Township, known as and being Lot # 38, Plat of Property of Joe A. Phillips in Rockview Heights Sub-division, fronting on the Eastern side of Phillips Ave. and N. Rockview Dr. and being more completely described according to said plat which was made by Terry T. Dill, on April 17, 1957 with the following metes and bounds to-wit:

BEGINNING on an iron pin on the eastern side of Phillips Ave., joint corner with Lot # 39 and running thence with eastern side of Phillips Ave. N. 3-02 W. 50 ft. to iron pin; thence N. 15-02 W. 50 ft. to iron pin; thence N. 23-02 W. 50 ft. to iron pin; thence right turn rounded corner 25 ft. each course; thence N. 55-30 E. 50 ft. to iron pin; thence N. 66 E. 62.3 ft. to iron pin; Thence S. 33-20 E. 140 ft. to iron pin on branch; thence S. 10-05 E. 126 ft. to iron pin in branch; thence N. 88-02 W. 175.0 ft. to beginning corner, more or less.

Said lot sold subject to same Covenant of Restrictions as recorded in Book 446, Page 05 and the Amended Restrictions as recorded in Book 480 at Page 07, R.M.C. Office for Greenville County.

This lot being a portion of the property conveyed to Grantor by deed of Jerry Phillips dated January 20, 1951 and recorded in Book 429 at Page 105, R.M.C. Office for Greenville County.

This is a purchase money mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.