

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
AUG 5 12 29 PM '71
OLLIE FARNSWORTH
R. M. C.

BOOK 1201 PAGE 419

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Joe A. Phillips of State and County aforesaid;

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank And Trust Company

(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

Nine Thousand Nine Hundred Eighty-two and 82/100-----Dollars (\$9982.82) due and payable

cash in full on or before August 2, 1972. This note subject to anticipation and may be paid at any time without additional penalties prior to due date.

with interest thereon from date at the rate of 8% per centum per annum, to be paid: quarterly

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, known as and being a part of the property conveyed to Joe A. Phillips by deed of Jerry A. Phillips, dated January 20, 1951, and recorded in Book 429 Page 105, R.M.C. Office for Greenville County. This tract of land being more completely described with the following metes and bounds to-wit:

BEGINNING on an iron pin joint corner with properties now owned by George A. League and running thence with League property line S. 0-15 W. 140 feet to an iron pin; thence S. 79-00 W. 123 feet to an iron pin; thence S. 79-00 W. 60 feet to an iron pin across branch; thence S. 67-12 W. 67.9 feet to an iron pin; thence N. 01-58 W. 250 feet to an iron pin across street joint corner with Sherbert property; thence with Sherbert property line S. 88-02 E. 50 feet to a point in center of branch; thence N. 12-02 W. 206.2 feet to an iron pin in branch; thence N. 65-00 E. 165 feet to an iron pin; thence N. 17-15 W. 312 feet to street right-of-way; thence N. 55-30 E. 960 feet to an iron pin; thence S. 28-15 E. 715 feet to a stone; thence down branch S. 37-00 W. 393 feet to an iron pin; thence still down branch S. 53-30 W. 247 feet to an iron pin; thence S. 78-30 W. 542 feet to the beginning corner, more or less.

Together with all and singular rights, members, herditaments, 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.