

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF GREENVILLE

OCT 27 10 13 AM '72

BOOK 1255 PAGE 91

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE
WHEREAS, we, William R. Phillips and Dovie M. Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles J. Spillane

(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 **thirteen hundred and fifty dollars**-----

----- Dollars (\$ 1,350.00) due and payable

at the rate of \$50.00 per month hereafter until paid in full, the first payment to be due November 26, 1972 and the remaining payments to be due on the 26th day of each and every month thereafter until paid in full,

with interest thereon from this date at the rate of eight per centum per annum, to be computed annually and paid monthly as part of the \$50.00 monthly payment

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, and in Gantt Township,, being known and designated as a portion of Lot No. 7 of Unit One in subdivision known as Pinecrest Farms as shown on plat of W. J. Riddle recorded in the R. M. C. Office for Greenville County in Plat Book J at page 47, and the property conveyed herein being described as follows:

BEGINNING at a stake on the west side of Lucille Avenue, joint front corner of Lots Nos. 7 and 8, which stake is 209 feet from the intersection of Pinecrest Drive and Lucille Avenue and running thence along the joint line of Lots Nos. 7 and 8, N. 86-35 W. 144 feet to a point; thence N. 0-38 W. 65 feet to a point; thence S. 86-35 E. 144 feet to a point on Lucille Avenue; thence with Lucille Avenue S. 0-38 E. 65 feet to the beginning corner.

This is a purchase money mortgage and the above described real estate is the same property conveyed to the mortgagors by the mortgagee this date by deed to be recorded herewith.

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 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.