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STATE OF SOUTH CAROLINA

FILED  
GREENVILLE CO. S. C.

BOOK 1278 PAGE 369

COUNTY OF Greenville

2 05 PM '73

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, Charles C. Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & 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

Three Thousand Thirty-one and 56/100-----Dollars (\$3,031.56 ) due and payable in forty-two (42) equal monthly installments of Seventy-two and 18/100 (\$72.18) Dollars, the first payment being due July 1, 1973, and each month thereafter until paid in full,

with interest thereon from date at the rate of \_\_\_\_\_ 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, being known as Lot #24 on the corner of Burgess Drive and Enoree Circle and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Burgess Drive at joint front corner of Lots 24 and 25 and running thence along line of Lot #25 S. 2-41 W. 184.9 feet to an iron pin; thence N. 74-50 W. 132 feet to an iron pin on the eastern side of Enoree Circle along Enoree Circle N. 7-07 W. 64.8 feet and N. 2-41 E. 68 feet to an iron pin at corner of intersection of Enoree Circle and Burgess Drive around corner of said intersection and following the curvature thereof, the chord being N. 47-45 E. 35.3 feet to Iron pin on southern side of Burgess Drive along Burgess Drive S. 87-19 E. 116 feet to beginning corner.

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 a 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.