

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: JAMES OSCAR PHILLIPS and MARIE BURNS PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST

(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 -----

-----TEN THOUSAND AND NO/100 -----Dollars (\$ 10,000.00) due and payable in monthly installments of \$121.33 for a period of ten (10) years, to be applied first to interest and then to principal,

with interest thereon from date at the rate of eight (8%) 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:

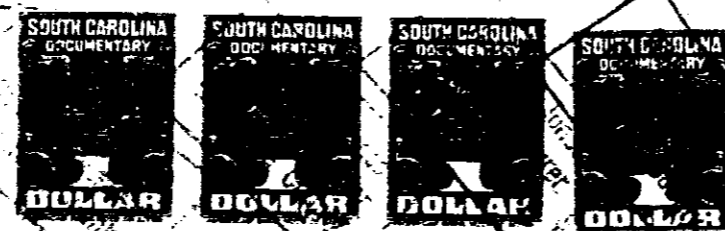
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Austin Township, being known and designated as a portion of Tract No. 4 of property of Marsmen, Inc., plat of same being recorded in the RMC Office for Greenville County in Plat Book S at page 75, property conveyed herein having, according to recent survey by Carolina Engineering & Surveying Company, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of County Road, said point of beginning being 491.5 feet in a northwest direction from S. C. Highway 15 and running thence with said County Road N. 79-45 W., 262.5 feet to an iron pin; thence with the joint line of tracts 3 and 4, N.24-10 E. 570.6 feet to an iron pin; thence with the new line through Tract 4, S. 51-18 E., 262.5 feet; thence S. 24-10 W., 441.4 feet to an iron pin, the beginning corner and containing acres, more or less.

ALSO: All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, being shown on plat of Property of James O. Phillips, prepared by Jones Engineering Service, dated May 9, 1972, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Briarwood Lane and running thence N.21-30 E. 279.6 feet to an iron pin; thence N. 17-21 E., 153 feet to an iron pin; thence S. 80-54 E., 450 feet to an iron pin; thence S. 10-56 W., 516.5 feet to an iron pin; thence N. 70-43 W., 240 feet to an iron pin; thence N. 81-03 W., 200 feet to an iron pin on the northeastern side of Briarwood Lane; thence with the northeastern side of Briarwood Lane N. 48-44 W., 93.6 feet to the beginning corner and being a portion of the property conveyed to the grantors herein by deed of Jimmy C. Langston and Alvin W. Green.



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 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.