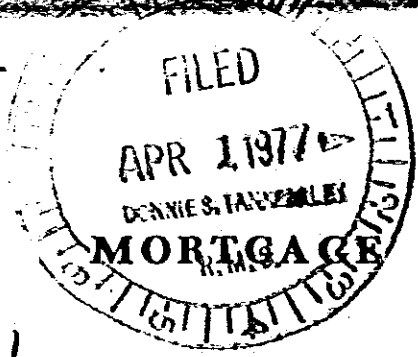


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SECOND
Mortgage on Real Estate



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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Jerry B. Phillips

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of

Eleven thousand six hundred forty four and 08/100 ----- DOLLARS

(\$ 11,644.08), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is seven (7) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 conveyed by Bobby D. Alverson to Jerry B. Phillips on May 28, 1971;

All that piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, in the City of Mauldin on the Northwestern corner of the intersection of Drury Lane and Bon Air Street and being known and designated as Lot No. 48 on plat of Glendale, recorded in the RMC Office for Greenville County in Plat Book "G", at pages 32 and 33, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the Northern side of Drury Lane at the joint corner of Lots No. 48 and 49 and running thence along said Lane S. 78-44 E. 110 feet to an iron pin; thence with the curve of the intersection of said Lane and Bon Air Street, the chord of which is N. 56-16 E. 35.3 feet to an iron pin, thence along the western side of Bon Air Street N. 11-16 E. 130 feet to an iron pin; thence S. 78-44 W. 135 feet to an iron pin; thence along the joint line of Lots Nos. 48 and 49 S. 11-16 W. 155 feet to the point of beginning.

Derivation: Bobby D. Alverson, May 31, 1971, Deed Book 916-384.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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