MORTGAGE OF REAL ESTATE

SCHALE S. TANKTO ACLEWHOM THESE PRESENTS MAY CONCERN:

MORTGAGEE'S ADDRESS: West Georgia Rd., Simpsonville, S. C. 29681

WHEREAS, JOHN DANIEL PHILLIPS AND LINDA SUE PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted un to

SUE J. HAYNES

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

--Five Thousand & 00/100 -----

Dollars \$ 5,000.00 } due and payable

in sixty (60) monthly installments of Ninety-six & 67/100 (\$96.67) Dollars each, commencing  $\frac{5u}{\sqrt{1500}}$ , 1977

with interest thereon from date at the rate of

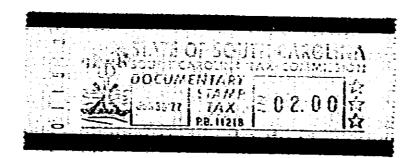
per centum per annum, to be paid: monthly

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 aforesaic Sabt, 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 let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Austin Township, in Woodside Mills Village in the Town of Simpsonville, and being more particularly described as Lot No. 103, as shown on a plat entitled "A Subdivision of Woodside Mills, Simpsonville, S. C.", made by Piedmont Engineering Service, Greenville, S. C., in Pebruary 1953, and recorded in the R.M.C. Office for Greenville County in Plat Book GG, at Page 5. According to said plat the within described lot is also known as No. 35 Second Street and fronts 80 feet thereon.

Being the same property conveyed to John Daniel Phillips and Linda Sue Phillips by deed of Sue J. Haynes, et al, dated June 6, 1977, to be recorded herewith in the R.M.C. Office for Greenville County.



Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 tozt 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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