

GREENVILLE CO.'S O.

SEP 15 2 55 PM '77

STATE OF SOUTH CAROLINA
COUNTY OF

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

1409 959

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David D. Armstrong

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jeanne E. Phillips

(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/100ths

Dollars (\$ 10,000.00) due and payable

as a second mortgage with interest and principle to be paid in one payment on September 15, 1980. This is a subordinate mortgage to the mortgage of S.C. Federal or any other resulting first mortgage either by refinancing, assignment, exchange or recast. Mortgagor has unconditional right to assign any or all of his interest in this mortgage without permission * with interest thereon from date at the rate of 7 1/2% per annum, to be paid:

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 Ware One of the City of Greenville, on the North side of West Stone Avenue, and being known and designated as the Eastern half of Lot No. 7, of Map 4, subdivision of the property of Eugenia A. Stone, as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book VV, at page 542, and having according to a survey made in March, 1948, by W. J. Riddle, Surveyor, the following metes and bounds, to wit:

Beginning at an iron pin on the North side of West Stone Avenue in the center of the front line of said Lot No. 7 at the corner of other property of Thomas G. Crymes, Sr., which point is 196.5 feet East of the intersection of Wilton Street, and running thence on a line through the center of said Lot No. 7 N. 5-30 E. 200 feet to an iron pin in the center of the real line of Lot No. 7; thence S. 84-30 E. 71.5 feet more or less, to an old hedge row, which point is 6.1 feet East of an iron pin; which pin is at the Northeast corner of said Lot No. 7, of Map 4; thence along the old hedge row, S. 5-30 W. 200 feet to a point in said old hedge row on the North side of West Stone Avenue, which point is 6.1 feet East from an iron pin, which pin is the Southeast corner of Lot No. 7, of Map 4, and said point being 393 feet West of the intersection of Townes Street; thence along the North side of West Stone Avenue N. 84-30 W. 71.5 feet, more or less, to the beginning corner.

This property being the same property conveyed by deed of H. E. Dill, Jr. to Jeanne E. Phillips, recorded on January 9, 1975, in Deed Book Volume 1012, at page 830.

* of, notice to, or acknowledgement of mortgagee.

REC-1577 TAX 04.00 PB 11218

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 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.

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