

Walter Glenn Phillips
Route 7, Heritage Lane
Easley, S. C. 29640

FILED
GREENVILLE CO. S. C.

BOOK 1411 PAGE 381

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

SEP 28 4 51 PM '77
GONNIE S. TANKERSLEY
R.H.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

JERRY B. JOHNSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALTER GLENN 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

--- Six thousand five hundred --- Dollars (\$ 6,500.00) due and payable in five (5) equal, consecutive annual payments of \$1,300.00, commencing September 28, 1978, and continuing thereafter until paid in full; payments to apply first to interest, the balance to principal

with interest thereon from date at the rate of 8% per centum per annum, to be paid: annually
Borrower reserves the right to anticipate in full or in part at any time without penalty.

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 shown and designated as Lot 52, Block C, on a Plat of OAKVALE TERRACE, recorded in the RMC Office for Greenville County in Plat Book M, at Page 159, and having, according to said Plat, the following metes and bounds:

BEGINNING at the northeast intersection of Highway 29 and Oakvale Drive and running thence along Oakvale Drive, S 72-45 E, 200 feet; thence N 18-30 E, 100 feet; thence N 72-45 W, 200 feet to a point on Highway 29; thence with Highway 29, S 18-30 W, 100 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Walter Glenn Phillips dated September 28, 1977, to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

RECORDED
SEP 28 1977
TAX \$ 04.00
FR. 11215

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 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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