

GREENVILLE CO. S. C.

MAY 29 3 24 PM '78

P. O. Box 1268
Greenville, S. C. 29602

SONNIE S. TANKERSLEY
R.M.C.

BOOK 1433 PAGE 422

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GRAHAM GENE PHILLIPS and CLAIR G. 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

----- Fifty Three Thousand and No/100 ----- DOLLARS

(\$ 53,000.00), 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 25 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:

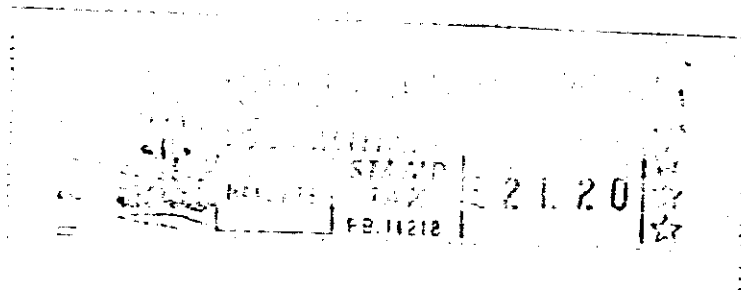
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, lying and being on the southeasterly side of Briar Creek Road, near the City of Greenville, and being known and designated as Lot No. 95 on plat entitled "Sugar Creek, Map No. Five" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 6H, page 2, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Briar Creek Road, joint front corner of Lots No. 94 and 95, and running thence along the common line of said lots S. 69-46 E. 178.37 feet to an iron pin in the center of branch, the branch being the line; thence running along the center of said branch as the line N. 9-32-02 E. 105.84 feet to an iron pin, joint rear corner of Lots No. 95 and 96; thence turning and running N. 69-46 W. 158.72 feet to an iron pin on the southeasterly side of Briar Creek Road; thence along the right of way of Briar Creek Road S. 20-14 W. 104 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagors herein by deed of Cothran & Darby Builders, Inc. of even date herewith to be recorded.

This conveyance is subject to all easements, rights of way of record, including but not limited to a 25' sanitary sewer easement as shown on said plat; a 10' drainage easement as shown on plat; drainage and utilities easement 5' each side of all side and rear lot lines; and restrictions recorded in Deed Book 1065, page 795.



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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