

Second Mortgage on Real Estate
P.O. Box 1066
Greenville, S.C.

DONALD S. YANKERSLEY
R.M.C.
F I L E D
MAY 7 1979 MORTGAGE
AM 2 31 5 16 PM
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Kenneth A. Phillips or

Kathryan F. 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 Five Thousand Nine Hundred Forty Three Dollars and 84/100 ----- DOLLARS

(\$ 5,943.84), 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 3½ (42 Months) 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, Austin Township, Town of Simpsonville, situate, lying and being on the West side of Agewood Drive and being known and designated as Lot No. 433, Section V, Sheet Two on a plat of Westwood Subdivision, prepared by Piedmont Engineers and Architects, dated November 18, 1972, and recorded in the RMC Office for Greenville County in Plat Book 4-X at page 63, and having, according to said plat, the following metes and bounds, to wit.

Beginning at an iron pin on the west side of Agewood Drive at the joint corner of lots 433 and 434 and running thence along the line of lot 434, N. 87-09 W. 140 feet to an iron pin; running thence S. 02-50 W. 86 feet to an iron pin; running thence along the line of lot 432, S. 87-09 E. 140 feet to an iron pin on the west side of Agewood Drive; thence along said Drive, N 02-50 E. 86 feet to the beginning corner.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

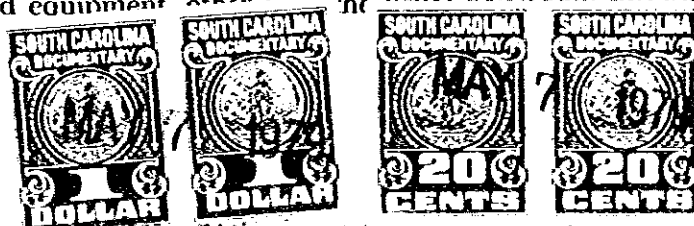
This is the same property as that conveyed to the Grantors herein by deed from Builders and Developers, Inc., dated March 1, 1974 and recorded in the RMC Office for Greenville County on March 13, 1974 in Deed Book 995 at page 246.

This is the same property conveyed by deed of William W. Albert Jr., and Rebecca S. Albert dated 3-1-77, recorded 3-2-77 in volume 1051 at page 985.

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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 household furniture, be considered a part of the real estate.



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