

415 Phillips Lane
Green, S.C. 29655
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JAN 11 3 33 PM '80
J. C. PHILLIPS

FILED
MORTGAGE OF REAL ESTATE
S.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:
JAN 11 3 36 PM '80
J. C. PHILLIPS

1484 274
1488 1010

WHEREAS, WILLIAM H. TRUPP, HELEN E. TRUPP and SUSAN TRUPP

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. C. PHILLIPS

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(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 Twenty-Six Thousand Six Hundred Seventy-Five and 00/100-----57 HT UNT Dollars \$26,675.00; due and payable in quarterly payments of \$763.38 beginning April 1, 1980 and continuing thereafter in quarterly installments until paid in full

with interest thereon from date at the rate of 8% per centum 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:

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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, as shown on a plat of property of J. C. Phillips, dated August, 1979, and recorded in the R.M.C. Office for Greenville County in Plat Book 2-7, Page 80, said plat prepared by Webb Surveying and Mapping Company, containing 4.09 acres and being more particularly described as follows:

BEGINNING at an iron pin located on the West side of Phillips Lane, said iron pin being located 1100 feet more or less South of Phillips Road; thence running along Phillips Lane S. 1-13 W. 277.31 feet to an iron pin; thence turning and running along the line of Phillips property S. 85-52 W. 348.21 feet to an iron pin; thence N. 87-02 W. 247 feet to an iron pin; thence turning and running N. 20-14 W. 273.34 feet to an iron pin; thence turning and running N. 87-17 E. 695.26 feet along the line of Phillips property to the point of BEGINNING.

Being the same property conveyed to the Mortgagors herein by deed from J. C. Phillips and recorded of even date herewith.

The purpose of re-recording this mortgage is to change the quarterly payment amount from \$767.39 to \$763.38.

"NO TITLE EXAMINATION"

RECORDED
JAN 11 1980
GREENVILLE COUNTY, S.C.

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Together with all and singular rights, members, herditaments, 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.

Re-Record

3190

4328 RV-2