

FILED
S.C.
MAY 2 11 35 PM '80
DEPT. OF REVENUE
GREENVILLE

BOOK 1532 PAGE 468

MORTGAGE

THIS MORTGAGE is made this 6th day of May, 1980, between the Mortgagor, James B. Phillips and Mollie D. Phillips, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-four Thousand Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 6, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1985;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, lying and being in Austin Township, Greenville County, State of South Carolina, being known and designated as lot No. 127 in the subdivision known as Eastdale Development, plat of said subdivision being recorded in the Greenville County R.M.C. Office and being more fully described as follows:

BEGINNING at an iron pin on the south side of Birchwood Lane, joint corner with lot No. 126, and running thence along said lot S. 22-37 W., 175.2 feet to an iron pin; thence S. 68-53 E., 104.1 feet to an iron pin; thence N. 21-17 E., 172.5 feet to iron pin on Birchwood Lane; thence along Birchwood Lane, N. 67-23 W., 100 feet to the beginning corner.

For derivation of title, see deed from Debra Lynn Bryant to James B. Phillips, recorded herewith, and Probate records of William O. Bryant, Greenville County Probate Court, Apartment 988 File 3.

Mortgagee's mailing address: P.O. Box 408, Greenville, SC 29602

RECORDED
MAY 15 1980
GREENVILLE, S.C.

which has the address of 306 Birchwood Lane Mauldin, SC 29662 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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