

RT 12 ... Greenville ... 29609
MORTGAGE - INDIVIDUAL FORM

S. C.

1527-1577

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

1980

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth H. Frederick and Janet C. Frederick

(hereinafter referred to as Mortgagor) is well and truly indebted unto Dorothy Phoa (same as Dorothy Phoa Carp) James V. Phoa, Phyllis Phoa (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

Ten Thousand and No/100----- Dollars (\$10,000.00) due and payable
Reference is hereby made to promissory note of even date, the terms of which are incorporated herein by reference.
with interest thereon from date at the rate of 12 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

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 lot of land in the County of Greenville, State of South Carolina, known as Lot 125 on plat of Piedmont Estates made by Dalton & Neves, dated December 1944, recorded in the RMC Office for Greenville County in Plat Book M at Page 123 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Churchhill Avenue at the joint front corner of Lot 125 and 126 and running thence S. 24 W. 175 feet to an iron pin; thence S. 66 E. 60 feet to iron pin; thence N. 24 E. 175 feet to the point of beginning.

ALSO, all that lot of land situate in the County of Greenville, State of South Carolina, being known as Lot 124 on plat of Piedmont Estates made by Dalton & Neves, dated December 1944, recorded in Plat Book M. at page 123, located on Churchill Avenue, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Churchill Avenue at joint front corner of Lots 123 and 124 and running thence with jointline of said Lots, S. 24 W. 175 feet to iron pin at joint rear corner of Lot 123 and 124, thence with the line of said lots, S. 66 E. 60 feet to an iron pin at joint rear corner of Lots 124 and 125; thence with line of Lot 125 N. 125, N. 24 E. 175 feet to the iron pin on Churchill Avenue, thence with said Avenue N. 66 W. 60 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Dorothy Phoa, et.al. of even date to be recorded herewith.

DECEMBER 3 1980

together with all and singular rights, members, hereditaments, 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.

DO 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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