

Spencer Calhoun
Greenville S.C. 29607

MORTGAGE - INDIVIDUAL FORM
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GREENVILLE CO. S.C.
JAN 9 3 45 PM '81
DONNIE S. TANKERSLEY
R.M.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1529 PAGE 783

WHEREAS, Ronald E. Phillips and Lorraine E. Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto Larry W. Byars and Christine M. Byars

(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

Eight Thousand Five Hundred and No/100----- Dollars (\$ 8,500.00) 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 Ten 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 parcel of land situate on the north side of county road (known as Jones Mill Road) near the Town of Simpsonville, Greenville County, South Carolina containing 3.8 acres, and having, according to a survey made by J. Don Lee, June 8, 1972, recorded in the RMC Office for Greenville, S.C. in Plat Book 4-Q Page 146 the following metes and bounds, to-wit:

BEGINNING at a point in Jones Mill Road at the southwest corner of the tract herein described and runs thence N. 2-32 W. 441.2 feet to an iron pin; thence N. 5-47 E. 305.7 feet to an iron pin in the line of Satterfield property; thence along Satterfield property S. 83-08 E. 168.7 feet to an iron pin; thence still with Satterfield property S. 1-52 W. 344 feet to an iron pin; thence S. 32-17 E. 351.6 feet to a nail and cap in Jones Mill Road; thence along Jones Mill Road, the following courses and distances: S. 71-17 W. 75 feet to a point; thence S. 75-24 W. 113.9 feet to a point; thence S. 78-17 W. 111.2 feet to point; thence S. 81-42 W. 66 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Larry W. Byars and Christine M. Byars of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
JAN 9 1981
R.M.C.

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.

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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