

Woodluff Rd
Greenville S.C. 29607
MORTGAGE - INDIVIDUAL FORM -
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.
JAN 9 3 45 PM '91
MORTGAGE OF REAL ESTATE

BOOK 1529 PAGE 785

TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Ronald E. Phillips and Lorraine E. Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto Wade M. Byars, Jr. and Syble F. 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 and No/100----- Dollars (\$ 8,000.00) 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 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 a county road (known as Jones Mill Road), near the Town of Simpsonville, Greenville County, South Carolina containing 3.5 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 147, the following metes and bounds, to-wit:

BEGINNING at a point in Jones Mill Road at the southwest corner of the tract of land herein described and runs thence N. 32-17 W. 351.6 feet to an iron pin; thence N. 1-52 E. 100 feet to an iron pin; thence N. 87-52 E. 478.5 feet to an iron pin; thence S. 5-23 E. 300.5 feet to a railroad spike in Jones Mill Road; thence along Jones Mill Road S. 69-43 W. 234 feet to a nail and cap; thence continuing along Jones Mill Road S. 71-17 W. 108.1 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Wade M. Byars, Jr. and Syble F. Byars of even date to be recorded herewith.

RECORDS SECTION
DEPARTMENT OF REVENUE
STATE OF SOUTH CAROLINA
JAN 20 1991

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.

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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