

GREENVILLE CO. S. C.

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BOOK 1533 PAGE 554

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOGNER HARRISLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, JOSEPH CHRISTOPHER PHILLIPS and CYNTHIA GARRETT PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto DELORES ANN McLEES (NOW DELORES ANN McLEES PHILLIPS)

(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 FIFTY and No/100

----- Dollars (\$ 8,550.00) due and payable
according to the terms of the note of even date herewith for which this mortgage stands as security

with interest thereon from date at the rate of 10% per centum per annum, to be paid: monthly by amortization

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 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, being known and designated as Lot No. 115 on plat entitled HERITAGE LAKES SUBDIVISION, by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-H at Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern edge of Harness Trail, at the joint front corner with Lot 114, and running thence with the joint line with Lot 114, N. 1-58-24 W. 189.68 feet to a point on the line of property now or formerly belonging to the C. G. Vaughn Estate; thence with said Vaughn line, N. 88-2-41 E. 120 feet to a point at the joint rear corner with Lot 116; thence with the joint line with said lot, S. 1-56-24 E. 189.74 feet to a point on the northern edge of Harness Trail; thence with said Harness Trail, S. 68-4-19 W. 120 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by the mortgagee herein, dated February 24, 1981, and recorded simultaneously herewith.

Mortgagee's address: P. O. Box 1091, Greenville, S. C. 29602

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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