

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 7 2 24 PM '81

MORTGAGE OF REAL ESTATE

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

WHEREAS, Alva Reuben Phillips, Jr. and Cindy Morris Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto Josephine Proescholdt

(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 Fifty-six Thousand Five Hundred and 00/100 -- Dollars (\$56,500.00) due and payable as stated in the Note

*201 Arundel Road
Greenville, S.C. 29615*

with interest thereon from date at the rate of twelve 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 accounts 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

All that certain piece, parcel or lot of land situate, lying and being on the Northwestern side of Leyswood Drive, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 141 as shown on a plat of Wade Hampton Gardens, Section III, prepared by Piedmont Engineers & Architects, dated March 25, 1964 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book YY at Page 179, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin in the Northwestern side of Leyswood Drive at the joint front corner of Lots Nos. 140 and 141 and running thence with the line of Lot No. 140 N. 76-38 W. 144.7 feet to an iron pin in the line of Lot No. 129; thence with the line of Lot No. 129 S. 41-41 W. 74 feet to an iron pin at the joint rear corner of Lots Nos. 141 and 142; thence with the line of Lot No. 142 S. 53-00 E. 160 feet to an iron pin in the Northwestern side of Leyswood Drive; thence with the Northwestern side of Leyswood Drive N. 36-21 E. 70 feet to an iron pin; thence continuing with the Northwestern side of Leyswood Drive N. 18-37 E. 65 feet to the point of beginning.

This is the same property as that property conveyed to us by Josephine Proescholdt by deed to be recorded herewith.

This is a purchase money mortgage. The parties stipulate that in the event of transfer of title to the premises described herein other than by death of one or both of the makers, without the prior written consent of the holder, then the entire outstanding balance together with accrued interest thereon in the note for which this mortgage is security shall be at once due and payable.

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137
131
1359

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
AUG-7-81 TAX \$ 22.80

Together with all and singular rights, members, heritaments, 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.

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