LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA 2008, 1008,

MORICAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

William Henry Phillips 1868 RSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bobby J. Vest and Lottie B. Vest

-----Dollars (\$ 11,600.00) due and payable

as provided for in Promissory Note executed of even date herewith.

WHEREAS, the Mortgagor may hereaft 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, the Mortgagoe's heirs, 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 in the County of Greenville, State of South Carolina, on the south side of McMakin Drive and being known and designated as Lot No. 12 on plat of DUKELAND PARK Subdivision recorded in the RMC Office for Greenville County in Plat Book J at Page 221 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Bobby J. Vest and Lottie B. Vest recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage lien subject to that certain first mortgage to American Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 66 at Page 340 in the original amount of \$4,000.00.

THE mailing address of the Mortgagees herein is: 212 McMakin Drive, Greenville, S. C. 29609

DOCUMENTARY STAMP = 0 4. 64 13

(24.82 €

Together with all and singular rights, members, hereditarment, 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 is is lawfully seized of the premises bereinabove described in fee simple absolute, that it has good right had is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except is provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.