

Mortgagee's address: Route 1, Box 423, Lucedale, Mississippi 35452

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

REC'D
11 34 AM '82
R.M.C. RUSLEY

MORTGAGE OF REAL ESTATE

BOOK 1567 PAGE 328

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MARK A. PHILLIPS and JOYCE W. PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARSHALL L. SCHMITZ

(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 Five Thousand and No/100-----
Dollars (\$ 5,000.00) due and payable

as per the terms of that promissory note dated April 5, 1982

with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly

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, in the City of Greenville and being more particularly described as Lot 103, Section B as shown on a plat entitled "A Subdivision for Woodside Mills, Greenville, South Carolina", made by Pickell & Pickell, Engineers, Greenville, South Carolina, January 14, 1950, and recorded in the RMC Office for Greenville County in Plat Book W at Pages 111 - 117, inclusive. According to said Plat, the within described lot is also known as No. 9 "A" Street and with a frontage thereon of 58 feet.

THIS being the same property conveyed to the mortgagors herein by deed of the mortgagee herein as recorded in Deed Book 1164 at Page 940, in the RMC Office for Greenville County, S.C., on April 5, 1982.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
APR 5 1982 TAX \$ 02.00
RRL11212

THIS IS A SECOND MORTGAGE

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.

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