



MORTGAGE

THIS MORTGAGE is made this 14th day of April 1982, between the Mortgagor, James E. Phillips, Jr. and Ruth E. Phillips (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen thousand, four hundred, forty-nine and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 14, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1989;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, being shown as Lot No. 157, on plat of Section III, of Wade Hampton Gardens, recorded in the RMC Office for Greenville County, SC in Plat Book "YY", AT page 179, and described as follows:

BEGINNING at an iron pin on the northern side of Holgate Drive, at the corner of Lot No. 158, and running thence with the northern side of said Drive S. 74-33 W. 110 feet to iron pin at corner of Lot No. 156; thence with line of said lot N. 15-27 W. 170 feet to an iron pin at corner of Lots 149; thence with line of Lots Nos. 149 and 148, N. 74-33 E. 110 feet to iron pin at corner of Lot No. 158; thence with line of said lot S. 15-27 E. 170 feet to the beginning corner.

This is that same property conveyed be deed of John H. Taylor, Jr. to James E. Phillips, Jr. and Ruth A. Phillips, dated 4/15/68, recorded 4/16/68, in deed Volume 842, at Page 209, in the RMC Office for Greenville, County, SC.

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which has the address of 109 Holgate Dr. Greenville, S.C. 29615 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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