

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
SEP 30 2 14 PM '82
DONNIE S. TANKERSLEY
R.M.C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, E. P. PHILLIPS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **JOSIAH K. BATES, JR.**

(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 THOUSAND AND NO/100**-----

----- Dollars (\$ 50,000.00) due and payable
in 5 payments in the sum of \$10,000.00 plus interest each with first payment **
due July 25, 1983, and like payments on January 25, 1984, July 25, 1984,
January 25, 1985, and July 25, 1985, with right to prepay without penalty

with interest thereon from Jan. 1st, 1983 at the rate of 10% per centum per annum, to be paid: in the manner stated above **

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, City of Greenville, being known and designated as Lots Nos. 18 and a portion of Lot No. 31 as shown on plat of property of the subdivision designated as Mrs. Corrine Bates' Property and shown on a plat recorded in January, 1949, in Plat Book S, page 183, RMC Office for Greenville County, and having the following courses, metes and bounds, to wit:

BEGINNING at iron pin at the corner of Batesview Drive and Buena Vista Drive and running thence in a northerly direction N. 78-28 E. 332.3 feet to the corner of Lot 19; thence along line of Lot 19 in a southerly direction S. 31-20 E. 202 feet more or less to the rear of Lots 31 and 30; running thence with the line of Lot 31, S. 58-10 W. 110 feet; thence in approximate courses and distances N. 20-12 W. 75 feet more or less in line of Lot 18; running thence along line of Lot 18, S. 77-33 W. 294.3 feet to iron pin on Batesview Drive; thence along Batesview Drive N. 9-36 W. 150 feet to the point of beginning.

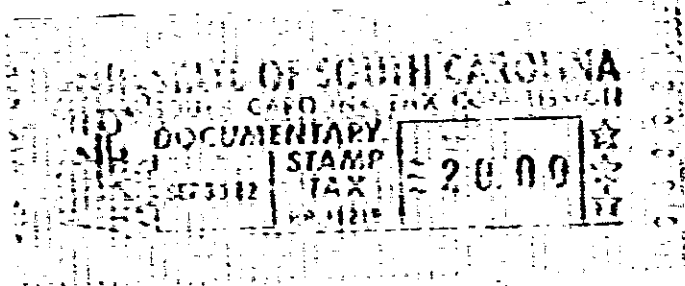
This property is shown on the County Block Book at Sheet 281-2-17 & 31.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

The said Mortgagor, E. P. Phillips, is to be responsible for the payment of all taxes and insurance during the term of this mortgage. TAXES for 1982 were pro rated at closing.

Mortgagee: 1106 Asturia Ave.
Coral Gables, Fla, 33134

3 SEP 30 82 094



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 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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