

Mortgagee's Address: 1171 Cedar Circle Southaven, Mississippi 38671
BOOK 1586 PAGE 833

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR: FILED
CO. S. C.
NOV 23 3 51 AM '82
RECORDERS OFFICE
GREENVILLE S.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James D. and Catherine D. Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Everett Shands

(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

Twelve Thousand and No/100 ----- Dollars (\$ 12,000.00) due and payable in monthly installments of \$125.00 per month for 96 months, beginning November 28, 1982, and continuing for 95 consecutive months thereafter on the 28th day of said months, or until paid in full.

with interest thereon from N/A at the rate of 0 per centum per annum, to be paid:

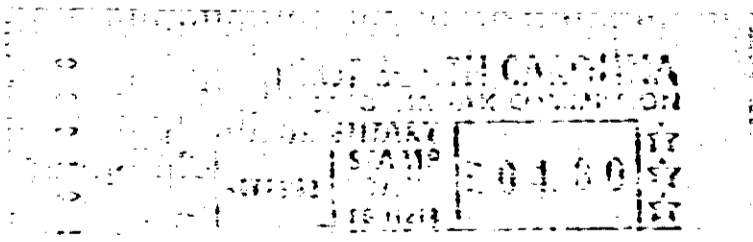
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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, on the south side of Columbia Avenue "Riverside", being known and designated as Lot Number Seven (No. 7) of Block "I" on a plat of "Riverside" recorded in the RMC Office for Greenville County in Plat Book "A" at Pages 322 and 323, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Columbia Avenue, joint corner of Lots Nos. 6 and 7 of Block "I", and running thence with the line of Lot No. 6, in a southerly direction, One Hundred Twenty Five (125) feet to an iron pin on the northern side of a Fifteen-foot alley; thence with said alley Fifty (50) feet to an iron pin, joint corner of Lots Nos. 7 and 8; thence with the line of Lot No. 8 One Hundred Twenty Five (125) feet to an iron pin on the southern side of Columbia Avenue; thence with Columbia Avenue, N. 75-45 W. 50 feet to an iron pin, the beginning corner.

THIS is the same property conveyed to the Mortgagor herein by deed of the Mortgagee and recorded this date in the RMC Office for Greenville County in Deed Book 1177, at Page 670.



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 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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