

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 19th day of January, 1984

by JOE D. PHILLIPS

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Loan Services Department, 304 E. North Street, P.O. Box 1329, Greenville, S.C. 29602

WITNESSETH:

THAT WHEREAS, JOE D. PHILLIPS is indebted to Mortgagee in the maximum principal sum of TWENTY-FIVE THOUSAND AND NO/100 (revolving Southern Equity Line) Dollars (\$ 25,000.00), Which indebtedness is evidenced by the Note of JOE D. PHILLIPS of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 25,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

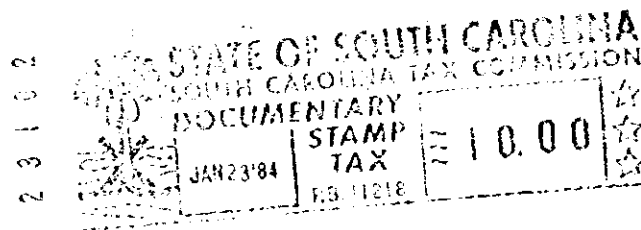
ALL that lot of land in the County of Greenville, State of South Carolina, lying on the east side of Marchant Road, bounded by lands of Grover Jones and Proctor Rector, containing 1.37 acres, more or less, and being more particularly described as follows:

BEGINNING at a point in Marchant Road, corner of Rector property, and running thence with Marchant Road N. 8-40 W., 147.4 feet to an iron pin; thence N. 23-20 E., 412.2 feet to an iron pin corner of Grover Jones property; thence with the line of said property S. 8-40 E., 497 feet to an iron pin corner of Rector property; thence with line of said property S. 81-20 W. 217.8 feet to the beginning corner.

LESS HOWEVER: All that piece, parcel or lot of land conveyed to Mary P. Phillips by deed of Joe D. Phillips by deed dated October 4, 1963, recorded in the RMC Office for Greenville County, S.C. in Deed Book 733, page 363 on October 10, 1963.

This being the same property conveyed to the above named mortgagor by deed of J. C. Phillips dated August 21, 1962, recorded in the RMC Office for Greenville County, SC in Deed Book 705, page 136 on August 23, 1962.

This mortgage is junior in lien to that mortgage in favor of Aiken Loan and Security Company in the original amount of \$14,300.00 dated August 21, 1962, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 899, page 203 on August 23, 1962.



TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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Vertical stamp on the right edge of the page, partially legible as '4328 RW-2'.