

FILED
GREENVILLE CO. S. C.

FILED
GREENVILLE CO. S. C.

BOOK 1322 PAGE 427
1313 637

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

JUN 14 3 33 PM '74
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SAM B. PHILLIPS, JR. and MARY M. PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA, N.A.

(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 Note secured by this mortgage.
and future advances which may be made under the/ Dollars (\$5,000.00) due and payable

in accordance with the terms of the Note dated June 1, 1974. Maximum amount of future advances \$100,000.00.

with interest thereon from date at the rate of / per centum per annum, to be paid: according to terms of said Note.

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, at the northeastern corner of the intersection of Skyview Drive and Windfield Road, being shown and designated as Lot 4 on a plat of Eastlan Baptist Church Property recorded in the RMC Office for Greenville County in Plat Book EE at Page 116, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast corner of Skyview Drive and Windfield Road, and running thence N. 5-24 E. 240 feet to an iron pin; thence along the line of Lot 5, S. 84-36 E. 207.5 feet to an iron pin; thence S. 16-22 W. 249.2 feet to an iron pin on the north side of Skyview Drive; thence along the said Skyview Drive, N. 82-54 W. 160 feet to an iron pin, the point of beginning.



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.

0427

4328 RV.2