FILED GREENVILLE CO. S. C. STATE OF SOUTH CARGLINA COUNTY OF GREENVILLE 3 27 PH .81

S. TANKERSLEY

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BOOK 1551 PAGE 646

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

R.M.C. JOE D. LANGLEY WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto GILBERT M. PHILLIPS OR LILLY L. PHILLIPS

(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 -----

ELEVEN THOUSAND FIVE HUNDRED AND NO/100THS------Dollars (\$ 11,500.00---) due and payable

IN FULL ONE (1) YEAR FROM DATE HEREOF, THAT IS, AUGUST 18, 1982, WITHOUT INTEREST.

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 Eastern side of Second Avenue (also known as Orders Street) and being known and designated as Lot No. 12 of Block G on plat of Park Place recorded in the RMC Office for Greenville County in Plat Book A at Page 119 and having such metes and bounds and shown thereon, reference to said plat being made for a more complete description. According to said plat, lot has a frontage on the Eastern side of Second Avenue of 50 feet and running back in parallel lines a depth of 110 feet.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Neoma A. Langley on August 18, 1981, and thereafter filed in the RMC Office for Green-ville County in Deed Book //54 at Page 435 on August / , 1981.

ALL those certain lots of land situate, lying and being in Cleveland Township, designated as Lot No. 5 of the Hart Valley Haven Subdivision, shown on a plat recorded in Greenville County, South Carolina, in Plat Book EE at Page 137, and Lot No. 6 shown on a plat prepared by J. C. Hill on April 5, 1955, recorded in the RMC Office for Greenville County in Plat Book II at Page 113, and having the courses and distances shown on said plats.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Max H. Foster on March 16, 1978, and thereafter filed in the RMC Office for Greenville County in Deed Book 1075 at Page 396 on the same date.

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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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