

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BARRY J. PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto ELOISE K. BRYSON and DOUGLAS E. KENNEMORE

(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 One Hundred Fifty Thousand and no/100ths

Dollars (\$ 150,000.00 ) due and payable

as set forth in said note,

with interest thereon from date at the rate of 11 per centum per annum, to be paid monthly.

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 those pieces, parcels or tracts of land, with all buildings and improvements, situate, lying and being at the northeastern corner of the intersection of Augusta Road with McPherson Lane, in the City of Greenville, Greenville County, South Carolina, being portions of Lots 1 and 3 of the GODDARD-McPHERSON PROPERTY, and being shown as the PROPERTY OF BARRY J. PHILLIPS on a plat made by Dalton & Neves Company, Engineers, dated August, 1984, recorded in the RMC Office for Greenville County, S. C., in Plat Book 10W, page 87, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap at the northeastern corner of the intersection of the right-of-way of McPherson Lane with Augusta Road, and running thence with the northern side of Augusta Road, S. 20-20 E., 31.87 feet to a nail and cap; thence continuing with said side of Augusta Road, S. 48-11 E., 59.58 feet to a nail and cap; thence N. 40-44 E., (running in part through the center line of a 13-inch partywall with buildings on each side) 134.32 feet to a point; thence with the face wall of a building as the line, S. 49-37 E., 19.38 feet to a point; thence N. 40-47 E., (continuing along in part the face wall of a building) 48.62 feet to a nail and cap on a private drive; thence with the southern side of said private drive, N. 47-41 W., 24.86 feet to a nail and cap; thence crossing said private drive, N. 48-59 E., 89.39 feet to an iron pin; thence along the rear line of part of Lot 3, N. 48-45 W., 58.64 feet to an iron pin on the eastern side of McPherson Lane; thence with the eastern side of McPherson Lane, S. 48-47 W., 258.75 feet to a nail and cap point of beginning.

The above property is subject to the grant of a non-exclusive easement for the purposes of ingress and egress to Douglas E. Kennemore and Eloise K. Bryson to a 12-foot strip crossing the above described property, as evidenced by a deed from Douglas E. Kennemore and Eloise K. Bryson to Barry J. Phillips, of even date, to be recorded herewith.

ALSO: ALL the right, title and interest of the Mortgagor in and to any rights granted to Mortgagor under the terms of a certain Partywall Agreement between Douglas E. Kennemore and Eloise K. Bryson, as Sellers, and Barry J. Phillips, as Buyer, of even date herewith, to be recorded herewith.

The above described property, together with the Partywall rights the subject of this mortgage is the same conveyed to the Mortgagor by deed and Agreement of the Mortgagees of even date herewith, to be recorded simultaneously.

12/11/84

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 real 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

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing

RECORDED

12/11/84