BALENVII LE CO. S. C.

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton & Blythe, Attorneys at Law, Greenville, S. C.

OCT 13 11 61 AM 1956

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

QLLIE FARNSWORT

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Sam P. Davis

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto

William Alvin Phillips and Forene G.

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 Seven Hundred Sixty-Nine and 77/100

DOLLARS (\$769.77

),

with interest thereon from date at the rate of Five per centum per annum, said principal and interest to be repaid: \$25.00 on April 12, 1957 and a like payment of \$25.00 on the 12th day of each month thereafter until paid in full, said payments to be applied first to interest and then to principal, with interest thereon from date at the rate of five per cent, per annum, to be computed and paid monthly

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 pursuant to the covenants herein and also in consideration of the further sum of Three (\$3.00) Dollars 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, his heirs, 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, being shown as lot # 2 on a plat of property of John R. Rodgers, recorded in Plat Book V at Page 61, and according to a plat prepared by C. C. Jones October 6, 1956, is described as follows:

"BEGINNING at an iron pin on the Northwestern side of Old Spartanburg hoad, at corner of lot #1, which pin is 100 feet from Howell Road, and running thence with line of said road, N. 6-55 W. 241.7 feet to an iron pin; thence due West 100 feet to a stake at corner of lot #3; thence with line of said lot, S. 7-16 E. 277.5 feet to an iron pin on the Northwestern side of Old Spartanburg Road; thence with said Road, N. 69-36 E. 100 feet to the point of beginning."

Being the same premises conveyed to the mortgager by the mortgagees by deed to be recorded.

It is understood and agreed that this mortgage is junior in lien to a mortgage this date executed by the mortgagor to Independent Life & Accident Insurance Company in the original sum of \$10,500.00.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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 usual household furniture, be considered a part of the real estate.