

FILED
GREENVILLE CO. S. C.
JAN 13 9 43 AM 1962

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: **Yates V. Phillips and Elizabeth W. Phillips**
of
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Seven Thousand Three Hundred and No/100** Dollars (\$ 7,300.00), with interest from date at the rate of **Six** per centum (6%) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of **Fifty-Two and 30/100** Dollars (\$ 52.30), commencing on the **15** day of **February**, 19 **62** and on the **15** day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of **Greenville**, State of South Carolina: **on the western side of Athelone Avenue, being known and designated as lot #40 on a plat of E. P. Kerns, recorded in Plat Book W at Page 17, and according to a survey made by J. C. Hill is described as follows:**

BEGINNING at an iron pin on the western side of Athelone Avenue, at the joint front corner of lots #33 and 40, and running thence with the line of lot #33, N. 85-02 W. 219.6 feet to an iron pin; thence S. 0-33 E. 50 feet to iron pin, rear corner of lot #41; thence with line of said lot, S. 85-02 E. 218.3 feet to iron pin on the western side of Athelone Avenue; thence with the western side of said Avenue, N. 0-50 E. 50 feet to the beginning corner.

Being the same premises conveyed to the Mortgagor by the Mortgagee by deed to be recorded herewith.

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 equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee, forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

For Satisfaction to this