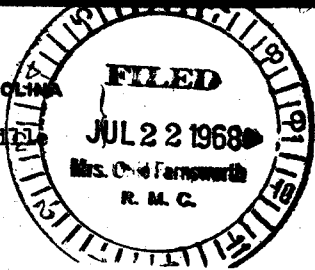


STATE OF SOUTH CAROLINA  
COUNTY OF Greenville



BOOK 1098 PAGE 121

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Norman E. Sherbert, and Mary Lou M. Sherbert of State and County aforesaid (hereinafter referred to as Mortgagor) is well and truly indebted unto Joe A. 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 One Thousand Four Hundred Fifty and NO/100 Dollars -----

----- Dollars (\$1,450.00) due and payable as follows; A cash payment of \$20.00 on August 20th, 1968, and a like payment of \$20.00 cash on the 20th day of each and every successive month thereafter until paid in full, said payment of \$20.00 monthly shall first apply to interest and the balance to principal.

with interest thereon from date at the rate of seven (7%) 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 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, Paris Mountain Township, known as and being lot no. 39 on Plat of property of Joe A. Phillips, Rockview Heights Subdivision, made by T. T. Dill, Reg. C.E. & L.S. # 104 on April 17, 1957, and being more completely described on said plat with the following metes and bounds to-wit:

Beginning on an iron pin on the East/Side of Phillips Ave. and running thence with line of lot # 38, S. 88-02 E. 175.0 ft. to a iron pin; thence with Phillips Branch, center as line, S. 12-02 E. 103.1 ft. to iron pin in side branch; thence N. 88-02 W. 200 ft. to the East/Side of Phillips Avenue; thence with Right-of-way of Phillips Avenue N. 1-58 E. 100 Ft. to the beginning ~~corner~~ corner, more or less.

This being a part of the property conveyed to Joe A. Phillips by Deed of Jerry Phillips, dated January 1951, Recorded in R.M.C. Office for Greenville County in Book 429, at page 105.

This property also is subject to the covenants of restrictions which is recorded in R. M. C. Office for Greenville County in Book #446, page 05, and the Amended recorded in Book # 480 page 07.

Together with all and singular rights, members, herditaments, 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 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.

RECORDED AND CANCELLED OF RECORD

32 MAY 10 1969

R. M. C. OFFICE GREENVILLE COUNTY S. C.

14 OCTOBER 1968 M. NO. 1112

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTORY BOOK 429 PAGE 121