

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

23 4 21 1974
GONNIE S. TANKERSLEY
R.H.C.

WHEREAS, MICKEY JOE PHILLIPS AND SHIRLEY ANN PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto LOTTIE LANGLEY

(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 SIX THOUSAND FIVE HUNDRED AND NO/100THS-----

----- Dollars (\$ 6,500.00) due and payable

in monthly installments of \$100.00 per month beginning September 1, 1974; payments to be applied first to interest and then to principal until paid in full with the right of the mortgagors to anticipate any and all of the within indebtedness. with interest thereon from date at the rate of nine 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, in Greenville Township, being known and designated as Lot No. 44 of a subdivision known as Sans Souci Annex, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book C at page 29 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Interurban Avenue at the corner of Lot No. 45, which point is 150 feet southwest of the intersection of Taylor Street and 157.5 feet to an iron pin on the southeast side of a 10 foot alley; thence along the line of said alley S. 42-40 W. 50 feet to an iron pin at the rear corner of Lot No. 43; thence along the line of said Lot No. 43 S. 42-20 E. 157.5 feet to an iron pin at the corner of said lot on the northwest side of Interurban Avenue; thence along the northwest side of said Interurban Avenue N. 42-40 E. 50 feet to beginning corner.

It being understood that this agreement is between the parties hereto and the note and mortgage cannot be transferred, assigned or assumed by any person or persons and if the property is sold by the mortgagors, the full amount of said indebtedness becomes due and payable instantly.

It being further understood between the parties hereto that any material alterations on the house or premises by the mortgagor must first be approved by the mortgagee.

It being further understood between the parties hereto that the mortgagors are to be the occupants of the premises covered by this instrument and upon transferring possession to any person or persons will automatically cause the mortgage and the debt it secures to become due and payable instantly.

It is also understood and agreed between the parties hereto that insurance in an amount not less than the full amount of the mortgage will be carried covering the subject property for the full life of the mortgage and that the mortgagors will obtain a mortgagee clause on the insurance in favor of the mortgagee.



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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