

12 30 2 57 PM '75

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

W. S. CANNON
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1349 PAGE 989

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles F. Williams and Judy R. Williams

(hereinafter referred to as Mortgagor) is well and truly indebted unto Gilbert M. 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 Ten Thousand and no/100----- Dollars (\$ 10,000.00) due and payable

in equal monthly installments of \$300.00 each, the first such payment being due on the 1st day of November, 1975, and a like amount on the first day of each succeeding month thereafter until paid in full, with the right to anticipate in any amount at any time without penalty, with interest thereon from date at the rate of ten 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, situate, lying and being on the southern side of Tucson Drive, and being known and designated as Lot No. 89 on plat of Western Hills Subdivision, recorded in the R. M. C. Office for Greenville County in plat Book "QQ", at page 98 and 99, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Tucson Drive, joint front corner of Lots No. 89 and 90 and running thence S 19-40 E. 160 feet; thence continuing N. 58-45 E. 132.8 feet to an iron pin on the western side of Laramie Drive; thence with Laramie Drive, N. 35-25 W. 25 feet to an iron pin; thence continuing with Laramie Drive N. 36-13 W. 97.5 feet to a point at the western corner of the intersection of Tucson Drive and Laramie Drive; thence with the curve of the intersection, the chort being N. 75-30 W. 36 feet to an iron pin on the southern side of Tucson Drive; thence with said Drive S 65-20 W 75 feet to an iron pin, the point of beginning.

This mortgage is junior in rank to that certain mortgage held by Lomas & Nettleton in the original amount of \$14,500.00, which has a present balance of approximately \$12,695.57:



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.

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