

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
DONNIE S. BROWN, R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOEL R. PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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 THIRTEEN THOUSAND TWO HUNDRED FIFTY ONE AND

60/100THS----- Dollars (\$ 13,251.60) due and payable

in sixty (60) monthly installments of \$220.86 each

with interest thereon from date at the rate of 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, in Grove Township, about seven miles southwest of the City of Greenville and being known and designated as Lot No. 26 of the Property of Wm. R. Timmons, Jr., according to a plat of record in the R. M. C. Office for Greenville County in Plat Book 000 at page 137 and having the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of Driftwood Drive at the joint front corner of Lots Nos. 26 and 25 and running thence with the southwestern side of Driftwood Drive N. 34-41 W. 190 feet to a point at the front corner of Lot No. 26; thence S. 55-19 W. 239 feet to a point; thence N. 80-00 W. approximately 195 feet to a point in a branch at the rear corner of Lot No. 26; thence with said branch as a line approximately S. 3-11 W. approximately 208.6 feet to a point in said branch; thence continuing with said branch approximately S. 67-14 E. approximately 67.9 feet to a point in said branch; thence still continuing with said branch S. 17-33 E. approximately 110.8 feet to a point in said branch at the joint rear corner of Lots Nos. 26 and 25; thence N. 55-19 E. approximately 501.6 feet to a point on the southwestern side of Driftwood Drive at the point of beginning.

This mortgage is second and junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association in the original amount of \$23,000.00, recorded in the R. M. C. Office for Greenville County in REM Volume 1160 at page 152.



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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