STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE.

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OLLIE FORMSWORTH

THIS MORTGAGE made this 14th day of

October

R. M.O. 1964 by

Ralph Phillips and Alice L. Phillips

residing at Box 2, Spruce Pine, North Carolina

hereinafter called the mortgagor, to THE TRAVELERS INSURANCE COMPANY; a corporation organized and existing under the laws of the State of Connecticut and having its principal office at 700 Main Street in the City of Hartford, County of Hartford, and State of Connecticut, hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, for and in consideration of a loan of money in the principal sum stated in the promissory note hereinafter described, and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the mortgagee, its successors and assigns, all those certain lands, of which the mortgagor is now seized and possessed, hereinafter called the premises, situate, lying and being in the County of Greenville and State of South Carolina, described as follows:

All those three (3) certain tracts of land more particularly described as follows: (Descriptions attached on Page 2-(a) ).

together with all and singular the rights therein, fixtures thereon and appurtenances thereunto belonging, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All rents, issues and profits, including all rents, royalties, bonuses and benefits under any existing or future oil, gas or mineral or other leases; all easements or rights of way; and all water rights,

All improvements of any kind or description, including all buildings, and the plumbing, heating, ventilating and lighting systems and equipment therein; all barn equipment; all fences and gates; and all pumps, pumping stations, motors, switch boxes and transformers, engines, machinery, tanks, reservoirs, pipes, flumes or other equipment used for the production of water on the premises or for the irrigation or drainage thereof, and

All timber now or hereafter standing or growing on the premises.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, homestead, dower and claim of dower, separate estate, property, possession, claim and demand whatsoever in law and in equity of the mortgagor in and to the premises and every part and parcel thereof unto the mortgagee, its heirs, successors and assigns forever.

And the mortgagor does hereby covenant with the mortgagee and with any purchaser at foreclosure sale hereunder that the mortgagor is indefeasibly seized of the premises, in fee simple, and has full power and lawful right to convey the same as aforesaid, and that it shall be lawful for the mortgagee at all times hereafter peaceably and quietly to enter upon, hold, occupy and enjoy the premises and every part thereof; and that the premises and every part thereof is free from all encumbrances; and that the mortgagor will make such other and further assurances to perfect the fee simple title to the premises in the mortgagee or in said purchaser at foreclosure sale hereunder, as may hereafter reasonably be required; and that the mortgagor does hereby fully warrant the title to the premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the express condition that if the mortgagor shall pay to the mortgagee that certain promissory note of even date herewith, payable to the order of the mortgagee, in the principal sum of

TWO HUNDRED FIFTY THOUSAND AND NO/100 - - - - - Dollars (\$ 250,000.00 together with all interest thereon, the unpaid principal sum and interest being payable on the terms and at the rate provided in said note, to which note reference may be made, the unpaid balance of principal and interest of said note finally becoming due on November 1, 1984 (Over)

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; and all renewals, extensions or modifications

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 21 \_PAGE.

SATISFIED AND CANCELLED OF RECORD R. M. C. FOR GREENVILLE COUNTY AT 12:30 O'CLOCK P. M. NO.