

MORTGAGE

1485 654

THIS MORTGAGE is made this **25th** day of **October**, 19**79**, between the Mortgagor, **Gary W. Phillips and Jo Ann S. Phillips** (herein "Borrower"), and the Mortgagee, **GREER FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation organized and existing under the laws of **SOUTH CAROLINA**, whose address is **107 Church Street, Greer, South Carolina 29651** (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **---Thirty Five Thousand and NO/100---** Dollars, which indebtedness is evidenced by Borrower's note dated **October 25, 1979** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **March 1, 2009**

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of **Greenville**

State of South Carolina: in **Highland Township, about 2 miles south of Highland, on the Southern side of Jordan Road and being shown and designated as LOT NO. SIX (6) on plat made for James McKinney by W. H. Willis and S. D. Atkins, surveyors, dated 5-17-74, and having, according to said plat, the following metes and bounds, to-wit:**

BEGINNING at a nail in center of Jordan Road, corner of Lot No. 4 (pin set back at 30 feet) and running thence S. 10 W. 700 feet as the common line of Lots Nos. 4 and 6 to creek; thence along the creek, the creek being the line, and along Wilton Henson line, S. 20-35 E. 65 feet, S. 71 E 185 feet, S. 38-08 E., 78 feet, and S. 49-50 E., 22 feet (traverse line along creek), to iron pin at corner of Lot No. 5; thence as the common line of Lots 5 and 6, N. 10 E. 732 feet to nail in center of Jordan Road (pin set back 26 feet on line); thence with the center of Jordan Road, N. 61-25 W. 350 feet to the beginning corner and containing five (5) acres, more or less.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagors by deed of James P. McKinney, Jr., recorded in RMC Office for Greenville County on 12-1-75 in Deed Book 1027 at page 907.



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which has the address of **RT. 3, Jordan Road** **Greer,**
(Street) (City)
S. C. 29651 (herein "Property Address")
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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