

MORTGAGE OF REAL ESTATE

1544 PAGE 525

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

APR 27 1963  
S.C.  
BRISSEY

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

WHEREAS,

ROY L. PHILLIPS AND MARY FRANCES PHILLIPS

(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

Forty Thousand and No/100----- Dollars (\$40,000.00 ) due and payable

as provided for in promissory note of even date herewith

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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, the Mortgagee's heirs, 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, on the southwestern side of Thompson Road, being known and designated as Lot No. 7 on a Plat of property of William N. Tindal by C. O. Riddle, Reg. L. S., dated August 1955, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the southwestern side of Thompson Road at the joint front corner of Lots 6 and 7 and running thence with the joint line of said Lots, S. 50-28 W. 232.9 feet to an iron pin; thence S. 39-15 E. 100 feet to an iron pin on the line of Lot No. 8; thence with the joint line of Lots 7 and 8, N. 50-28 E. 267 feet to an iron pin on the southwestern side of Thompson Road; thence with said Road, N. 50-35 W. 102.1 feet to the beginning corner.

This being the same property conveyed to the above Mortgagors by deed of Gilbert M. Phillips and Lilly L. Phillips on April 27, 1963 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 726 at page 41.

Address of Mortgagee: Phillips Supply Co., Poinsett Highway, Greenville, S.C.

ALSO: ALL that piece, parcel or lot of land in the State and County aforesaid, in Greenville Township, on the northeastern side of U. S. Highway No. 25, and having, according to a plat of the property of the William M. Tindal Estate by C. O. Riddle, RLS, dated March 22, 1953, the following metes and bounds, to-wit: BEGINNING at an iron pin on the Northeastern side of U. S. Highway No. 25 at joint corner of property described herein and of property of Marshall & Williams and running thence along line of last-mentioned property, N. 50-28 E. 435.6 feet to an iron pin; N. 39-15 100 feet to an iron pin; thence S. 50-28 W. 435.6 feet to an iron pin on the Northeastern side of U. S. Highway No. 25; thence with said highway, S. 39-15 E. 100 feet to the point of beginning.

This being the same property conveyed to the above Mortgagor from Tindal Estate in deed recorded in the R.M.C. Office for Greenville County in Deed Book 485 at page 75.

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 is 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.

RECORDED IN DEED BOOK 726 PAGE 470

525

4328 RV-2