

REAL ESTATE MORTGAGE

1557 979

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGOR(S)/BORROWER(S)

Terry B. Phillips
400 Rita Street
Mauldin, South Carolina

MORTGAGEE/LENDER

Sunamerica Financial Corporation
33 Villa Road, Suite 201
Greenville, South Carolina 29607

Account Number(s) 40405-3

Amount Financed \$10,229.40 Total Note \$18,060.00

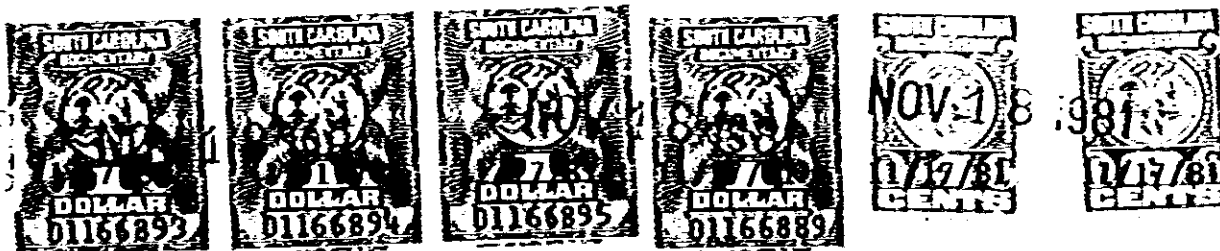
KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 17th day of November, 19 81, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 23rd day of November, 19 88; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying, and being in the State of South Carolina, County of Greenville, Town of Mauldin, shown as Lot No. 41 on a plat of Bishop Heights by Ethan C. Allen, dated January, 1966, and recorded in the R. M. C. Office for Greenville County, in Plat Book "BBB", at Page 171, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern edge of Rita Street at the joint front corners of Lots Numbers 41 and 42 and running thence with Lot 42, N. 25-04 E. 222.8 feet to an iron pin on the line of Lot No. 44; thence with the line of Lot 44, S. 60-30 E. 99.0 feet to an iron pin at the joint corners of Lots Numbers 38, 39 and 41; thence S. 11-47 W. 242.0 feet to an iron pin on the Northern edge of Rita Street; thence with the edge of Rita Street, N. 55-13 W. 50 feet to an iron pin at the POINT OF BEGINNING.

This conveyance is made subject to any restrictions, zoning ordinances, or easements that may appear of record, on the recorded plat, or on the premises.

Borrower's Address: 400 Rita Street, Mauldin, South Carolina



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, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or 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 referred to as the "property". DERIVATION: Title passed from _____

M. Wilton Sparks and Gail W. Sparks

to the Borrower by deed dated March 9, 1978, recorded March 10, 1978,
Clerk of Court

in the Office of the _____

for Greenville County in Deed Book 1075

at Page 133

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (if none, so state.)

(1) First Federal Savings and Loan Association

(2) First Federal Savings and Loan Association

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