COUNTY OF GREENVILLE

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S. C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GARY ALLEN PHILLIPS AND BRENDA DIANE PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK B. HIGHTOWER

(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

SIX THOUSAND FOUR HUNDRED AND NO/100THS------Dollars (\$6,400.00----) due and payable

AS SET FORTH IN SAID NOTE,

AS SET FORTH IN SAID NOTE

with interest thereon from DATE IN SAID NOTE.

per centum per annum, to be paid: AS SET FORTH

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:

at the rate of

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, Highland Township, shown on a plat of property of Jack B. Hightower, prepared by W. R. Williams, Jr., RLS, in June 1980, containing 0.9 acres, more or less, and having the following courses and distances, to-wit:

BEGINNING on a stake in the old State Road, and running thence N. 80-30 W. 196 feet to the center of S. C. Highway No. 253; thence along the center of said highway N. 2-00 W. 404 feet to an iron pin in the old State Road; thence along the center of said old road S. 24-00 E. 132 feet to a bend in the old road; thence S. 25-00 E. 160 feet to a bend in said road; thence S. 26-00 E. 196 feet to the stake at the beginning corner.

THIS being the same property conveyed to the Mortgagors herein by a deed of Jack B. Hightower dated June 15, 1982, and thereafter filed on June 15, 1982, in the RMC Office for Greenville County in Deed Book 16 at Page 12.

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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