GREENVILE CO. S. C.

STATE OF SOUTH CAROLINAIG 37 4 49 PH 82 COUNTY OF Greenville S. TANKERSLEY DONNIE S. TANKERSLEY

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS. Thomas Scott Phillips and Kimberly H. Phillips

(hereinafter referred to as Mortgagor) is well and truly Indebted un to Bobby L. Howard and Lillian M. Howard

as stated on the Promissory Note dated August 26, 1982.

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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 dabt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, South Carolina, on the southern side of Beaverdell Court, being shown and designated as Lot No. 65 on Plat of Bellingham, Section IV, prepared by Piedmont Engineers & Architects, dated May 14, 1976, recorded in Plat Book 5-P, at Page 48, and being described, according to said plat, more particularly, to wit:

BEGINNING at an iron pin on the southern side of Beaverdell Court, at the joint front corner of Lots 64 and 65 and running thence along the common line of said Lots S. 02-17 E. 140.0 feet to an iron pin at the joint rear corner of said Lots; thence S. 83-55 W. 92.0 feet to an iron pin at the joint rear corner of Lots 65 and 66; thence N. 02-25 E. 144.17 feet to an iron pin on the southern side of Beaverdell Court at the joint front corner of said Lots; thence along said Court N.86-01 E. 80.0 feet to an iron pin, the point of beginning.

Derivation: This being the same property as conveyed to D. Wayne Moore and Patricia E. Moore from Bellingham, Inc., dated July 3, 1978 in Deed Book 1082 at Page 409.

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Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 such 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.

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The Mortgagor covenants that it is lawfully saized 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 Mortgagoe forever, from and against the Mortgagor and all persons whomssever lawfully claiming the same or any part thereof.

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