

FILED
GREENVILLE S.C.

MORTGAGE

Mar 1 10 54 AM '84

THIS MORTGAGE is made this 29th day of February 1984, between the Mortgagor, Gary A. Phillips and Brenda H. Phillips The Palmetto Bank (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of South Carolina, whose address is 470 Haywood Road, P. O. Box 17763, Greenville, SC 29606 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand, Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 29, 1984 (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, 1999

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:

All that certain piece, parcel or lot of land situate lying and being on Quincy Drive shown as Lot No. 28 on plat of property of Gary A. Phillips and Brenda H. Phillips prepared by James R. Freeland, R.L.S., dated 2/28/84, filed in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 10-5, at page 20, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Quincy Drive at a point 177.12 feet more or less from Brushy Creek Road and running thence S. 67-25 W. 137.13 feet to an iron pin; thence N. 23-33 W. 108.66 feet to a new iron pin; thence N. 67-25 E. 139 feet to an iron pin on the southwestern side of Quincy Drive; thence with the southwestern side of Quincy Drive S. 22-35 E. 108.64 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Bill Davidson to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
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24.20

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which has the address of Route 8 Greer
(Street) (City)
South Carolina 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".

4. Borrower covenants that Borrower is lawfully seised 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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