

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

WHEREAS, Gloria S. Banks and Bobby L. Banks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mary L. Philipp

(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 Ten Thousand and no/100-----

-----Dollars (\$10,000.00 ) due and payable

as per the terms of that promissory note dated August 10, 1984

with interest thereon from date at the rate of 11.5% per centum per annum, to be paid: monthly  
\*\*\*SEE ATTACHED SHEET

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, 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

ALL that piece, parcel or lot of land together with any improvements thereon or hereafter constructed thereon, situate, lying and being on the southern side of Cromwell Avenue in the County of Greenville, State of South Carolina, being known and designated as a portion of Lot 17 and Lots 18 and 19 as shown on Plat of Hicks and Jackson, recorded in the RMC Office for Greenville County in Plat Book E at Page 258 and also being shown on a plat prepared for Cameron E. Smith and Joan B. Smith by James R. Freeland RLS, dated March 7, 1980 to be recorded herewith and having according to said later plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Cromwell Avenue and running thence through Lot 17, S. 44-53 W. 85 feet to an iron pin; thence S. 47-43 E. 14.9 feet to an iron pin; thence S. 43-35 W. 35.4 feet to an iron pin on the northern side of Cherry Avenue; thence along and with said Avenue, N. 46-41 W. 70.6 feet to an iron pin at the joint rear corner of Lots 19 and 20; thence along the common line of said lots N. 43-19 E. 120 feet to an iron pin on the southern side of Cromwell Avenue at the joint front corner of Lots 19 and 20; thence along and with said Avenue, S. 46-41 E. 58.2 feet to an iron pin, the point of beginning.

ALSO:

ALL that piece, parcel or lot of land together with any improvements thereon or hereafter constructed thereon, situate, lying and being on the southern side of Cromwell Avenue in the County of Greenville, State of South Carolina, being known and designated as Lot 16 and a portion of Lot 17 as shown on Plat of Hicks and Jackson, recorded in the RMC Office for Greenville County in Plat Book E at Page 253 and also being shown on a plat prepared for Cameron E. Smith and Joan B. Smith by James R. Freeland, RLS, dated March 7, 1980, to be recorded herewith and having according to said later plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Cromwell Avenue at the joint front corner of Lots 15 and 16 and running thence along the common line of said Lots, S. 43-19 W. 120 feet to an iron pin at the joint rear corner of said lots on the northern side of Cherry Avenue; thence along and with said Avenue N. 46-41 W. 29.4 feet to an iron pin at the joint rear corner of Lots 16 and 17; thence N. 43-35 E. 35.4 feet to an iron pin; thence N. 47-43 W. 14.9 feet to an iron pin; thence N. 44-53 E. 85 feet to an iron pin on the southern side of Cromwell Avenue; thence along and with said Avenue, S. 46-14 E. 41.8 feet to an iron pin at the joint front corner of Lots 15 and 16, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of the mortgagee and recorded herewith.

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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