

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEFILED  
GREENVILLE, S.C.  
OCT 27 11 11 AM '84  
DONNIE W. ANLEYMORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Sam B. Phillips, Jr. and Mary M. Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank  
P. O. Box 6807  
Greenville, S. C. 29602

(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 Two Hundred Sixty One Thousand Seventy Nine and 43/100-----

-----Dollars (\$ 261,079.43 ) due and payable

AS STATED IN NOTE.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, the Mortgagee's heirs, 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, being at the northeastern corner of the intersection of Skyview Drive and Windfield Road, being shown and designated as Lot 4 on a plat of Eastlan Baptist Church Property recorded in the RMC Office for Greenville County in Plat Book EE, at Page 116, and having, according to said plat, metes and bounds as shown thereon.

This being the same property acquired by the Mortgagors by deed of Gilreath Co., Inc. as recorded in the RMC Office for Greenville County in Deed Book 905 at Page 228 on December 29, 1970.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Simpsonville, and containing 19.1 acres as shown on a plat of property of James M. Hendershot prepared by C.O. Riddle, RLS, on December 22, 1976, with said property having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin near the center of King Road and running along the joint boundary line of the within described property and property now or formerly owned by Lloyd L. Mayfield, S. 24-30 E. 448 feet to a Poplar; thence S. 33-15 E. 411 feet to a pine; thence S. 54-45 E. 232 feet to a Black Gum stump; thence S. 10-12 E. 306.1 feet to an old iron pin; thence S. 32-30 E. 155 feet to an old iron pin; thence along the joint boundary line of the within described property and other property of E. G. Whitmire, Jr., due west 750.8 feet to an old iron pin; thence N. 8-20 W. 338.5 feet to an old iron pin; thence N. 03-30 E. 50 feet to an old iron pin; thence along the edge of a portion of Rollingwood Drive, N. 86-30 W. 193 feet to an old iron pin; thence S. 89-30 W. 167 feet to an old iron pin; thence S. 83-18 W. 76.6 feet to an old iron pin; thence leaving said drive and running N. 03-27 W. 256.3 feet to an old iron pin; thence N. 01-20 E. 289.2 feet to an iron pin near the center of King Road; thence along King Road as follows: S. 87 E. 185.8 feet to an iron pin; thence N. 30-45 E. 110 feet to an iron pin; thence N. 47-30 E. 199 feet to an iron pin; thence N. 34-00 E. 200 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near Simpsonville, S. C. and shown as 17.10 acres on a plat entitled "Property of James M. and Gloria J. Hendershot", which plat is recorded in the RMC Office for Greenville County in Plat Book 4-W, at Page 122, and having, according to said plat, metes and bounds as shown thereon.

This being the same property acquired by the Mortgagor, Mary M. Phillips, by deed of Gloria J. Hendershot to be recorded herewith.

As to the last described parcels this mortgage is a first mortgage, but as to the first described parcel it is a second mortgage.

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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