

GREENVILLE CO. S.C.
APR 23 12 00 PM 1953

BOOK 560 PAGE 513

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Joseph B. Phillips and Francis P. Phillips of
Greenville, S. C., hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

Fidelity Federal Savings & Loan Association

, a corporation organized and existing under the laws of United States of America, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Eight Thousand and No/100- - Dollars (\$8000.00), with interest from date at the rate of Four & One-Fourth per centum (4 1/4 %) per annum until paid, said principal and interest being payable at the office of Fidelity Federal Savings & Loan Association in Greenville, S.C., or at such other place as the holder of the note may designate in writing, in monthly installments of Forty-Nine and 60/100- - - Dollars (\$ 49.60), commencing on the first day of May, 1953, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 19 73.

Now, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville State of South Carolina: in Greenville Township, on the Western side of Converse Street (formerly Circle Street), near the City of Greenville, being all of lot No. 5 and a small portion of lot 4, as shown on plat of Hillside Heights, made by R.E. Dalton September, 1921, recorded in Plat Book F at Page 100, and according to a recent survey prepared by J. C. Hill April 13, 1953, is described as follows:

BEGINNING at a stake on the western side of Converse Street, at an iron pin at the joint front corner of lots 5 and 6, and running thence with said Street, N. 10-36 E. 70 feet to an iron pin in the center of a joint driveway; thence with the center of said driveway, N. 84-33 W. 100 feet to an iron pin; thence continuing with center of said driveway, N. 89-58 W. 95.3 feet to an iron pin; thence S. 12-21 W. 50 feet to an iron pin, joint rear corner of lots 5 and 6; thence with joint line of said lots, S. 80-47 E. 196 feet to the point of beginning. Being the same property conveyed to the mortgagors by Caroline J. Barron by deed to be recorded.

This conveyance is made subject to the rights of the owner and tenants of the adjacent lot in and to the joint driveway above referred to and the joint garage at the terminal of said driveway.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the