FILED -- 12 -- 12 L. GREENVILLE: CO. S. C.

MORTGAGE OF REAL ESTAPELOITIES 39 100M Chornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH R. M. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

The state of the s

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: MARVIN G. GARNER, JR. AND MARTHA P. GARNER ---- (hereinafter referred to as Mortgagor) SEND(S) GREETING: J.C. PHILLIPS WHEREAS, the Mortgagor is well and truly indebted unto (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

Sixteen thousand and n0/100 ------ Dollars (\$16,000.00), with interest thereon from date at the rate of Six per centum per annum, said principal and interest to be repaid: in monthly installments to begin May 15, 1971 in the amount of \$125.30 and likewise payment due on the 15th of each month thereafter until paid in full. Said installments to be applied first to interest and then to principal.

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 Morgagor, 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, being shown as Lot 25 on plat of Spring Forest, Section Two, recorded in Plat Book XX at page 126 in the RMC Office for Greenville County.

This lot is conveyed subject to restrictions recorded in Deed Book 730 at page 269, and to all other easements and rights of way of record and on the ground affecting said property.

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 any other equipment or 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.