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GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE-Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

800x 1204 PAGE 627

Aug 3! !! 38 AH '7} STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

IE FARHSWORTH COUNTY OF GREENVILLE R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FLOYD EDWIN WHITEN & BARBARA JEAN M. WHITEN

(hereinalter referred to as Mortgagor) is well and truly indebted unto J. C. PHILLIPS

(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 Eleven Thousand Five Hundred and no/100ths-----

-----Dollars (\$ 11, 500, 00) due and payable in equal quarterly installments of \$310.11 each with the first such installment due and owing December 1, 1971 until paid in full; payments applied first to payment of interest balance to principal

with interest thereon from date at the rate of

per centum per annum, to be paid

Quarterly

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 Mortgager in hand well and truly paid by the Mortgagee at and before the scaling 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, Butler Township, being known as a portion of a tract of land formerly owned by R. D. Julian, containing 2.36 acres, more or less, and having according to a survey by Terry T. Dill, Registered Land Surveyor, dated May 20, 1966, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Julian Road and running thence along the center of said road N. 67-38 W. 136.7 feet; thence N. 55-00 W. 205 feet to an iron pin at the corner of property of Divver on the northern side of said road; thence N. 31-05 E. 386.5 feet along Divver's land to an iron pin; thence S. 43-15 E. 176.9 feet to a point; thence S. 4-00 W. 373 feet to a point in the center of Julian Road, the beginning corner.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise e 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 such 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.