

FIRST FEDERAL SAVINGS  
GREENVILLE, S. C. 28602

GR: ... U.S.C.

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DONN... WYERSLEY  
S.M.C.

BOOK 1564 PAGE 451  
FIRST FEDERAL  
SAVINGS & LOAN ASSN.  
OF SOUTH CAROLINA

### MORTGAGE

THIS MORTGAGE is made this 12th day of February, 1982, between the Mortgagor, William Alvin Phillips, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 12, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Aug. 10, 1982...;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

on the north side of Old Spartanburg Road, and on the south bank of Brushy Creek branch waters of Enoree River, being in Butler Township, County and State aforesaid; adjoining lands of Edgar Paden on the west, Willie Moor on the north and east, other lands of the grantor on the south, and having the following metes and bounds, to wit:

Beginning at a stone on Edgar Paden line at northeast corner of pasture fence; thence N. 73-55 E. 4.12 chains to stone and iron pin above a spring; thence with spring branch N. 26 E. 2.50 chains to mouth of said branch; thence down the meanders of Brushy Creek to a point in the middle of the Old Spartanburg Road at the west end on the bridge (meanders of Creek shown on a plat bearing even date with this deed), thence with center of Old Spartanburg Road S. 42 3/4 W. 20.29 chains to a point in center of said Road on Edgar Paden line; thence with Edgar Paden line N. 43 W. 5.60 chains to a stone; thence N. 11 3/4 W. 11.80 chains to the beginning corner, and containing 18 1/5 acres more or less, according to survey made by J. Earle Freeman September 4, 1939.

LESS: All that piece, parcel or lot of land on the Western side of Old Spartanburg Road in Butler Township, County of Greenville, State of South Carolina, and being more specifically described on plat of William Alvin Phillips Property dated March 5, 1969 by Robert Jordan, R. L. S. recorded in the R.M. C. Office for Greenville County in Plat Book 4C at Page 29, and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin in the center of Old Spartanburg Road and thence running N. 65-20 W. 110.6 feet to an iron pin; thence running N. 78-41 W. 175.5 feet to an iron pin; thence running N. 37-30 W. 256.6 feet to an iron pin; thence running N. 28-41 E. 237.6 feet to an iron pin on the southern bank of Brusy Creek; thence running with Brushy Creek S. 85-19 E. 221.8 feet to an iron pin; thence continuing with said creek S. 71-18 E. 403.2 feet to an iron pin on the northern bank of Brushy Creek; thence S. 45-08 E. 24.6 feet to an iron pin in the center of Old Spartanburg Road (said point being on a bridge crossing Brushy Creek); thence with the center of Old Spartanburg Road S. 42 3/4 W. 20.29 feet to an iron pin, the point of beginning.

which has the address of 4351 E. North Street, Greenville, SC (City)  
(State and Zip Code) (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Derivation: Deed Bk. 328 p.122 from Don B. Howe 1

Dated 3-11-69

NOTED 2 FEB 24 1982

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