1 24 PH 192 MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERNI COUNTY OF GREENVILLE 84 ME 821

> GARY ALLEN PHILLIPS AND BRENDA DIANE PHILLIPS WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK B. HIGHTOWER

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(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 AS SET FORTH IN SAID NOTE,

AS SET FORTH IN SAID NOTE are to the property conveyed to the meretage of the tely he of the tell h of Jack B. Hightower dated June 15, 1982, and thereafter filed on June 15, 1982 in the RMC Office for Greenville County in Deed Book 1168 at Page 612.

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Together with all and singular rights, members, hereditaments, and appartenances 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 futures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all futures and equipment, other than the usual homehold 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 Mortgagor forever, from and against the Mortgagor and all persons whemsoever lawfully claiming the same or any part thereof.