

JOHN M. DILLARD

MORTGAGE OF REAL ESTATE - Office of JOHN M. DILLARD, Attorney at Law, Greenville, S. C.

OCOA 902 Part 137

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HARRY R. KENNEDY and ELIZABETH B. KENNEDY

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

(hereinafter referred to as Mortgagor) 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

One Thousand Five Hundred Forty and No/100 - - - - - Dollars (\$ 1,540.00) due and payable in monthly installments on the principal balance in the sum of \$20.00 each, plus interest on the unpaid principal balance at the rate of six per cent (6%) per annum, said monthly installments to commence on October 25, 1962 and continue thereafter until paid in full

with interest thereon from date at the rate of six (6%) per centum per annum, to be paid monthly.

WHILST AS the Mortgagor may hereafter becomes indebted to the said Mortgagor 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 BY THESE PRESENTS, the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sum for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the date 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 Mortgagor, its successors and assigns,

"ALL that certain tract of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 2.20 acres, more or less, near the eastern side of the Hudson Road in Chick Springs Township, and having according to a Plat of the Property of J. C. Phillips prepared by Terry T. Dill, Surveyor, dated August 10, 1962, the following metes and bounds, to-wit:

Beginning at an iron pin at the common corner of properties owned by Harry R. Kennedy and Elizabeth B. Kennedy, J. C. Phillips and The Hudson Estate, and running thence along other property of the Grantees herein N. 31° 30' W. 643.3 feet to an iron pin; thence running along the line of property now or formerly belonging to Painter, N. 30° 30' E. 200 feet to an iron pin; thence S. 45° 50' E. 87.7 feet to an iron pin; thence N. 81° 50' E. 85 feet to an iron pin; thence S. 38° 10' E. 670 feet to an iron pin the beginning corner.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, 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 whomsoever lawfully claiming the same or any part thereof.