

MORTGAGE OF REAL ESTATE prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 19 2 05 PM '71
R.M.C. OFFICE

MORTGAGE OF REAL ESTATE

All Whom These Presents May Concern:

Whereas: Joel R. Phillips

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Co.

(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 FOUR THOUSAND TWO HUNDRED and NO/100

Dollars (\$ 4,200.00), ~~due and payable~~ together with add-on interest at the rate of six (6%) percent per annum, until paid in full, said principal and interest being payable at the office of Southern Bank & Trust Co., in Greenville, South Carolina, or at such place as the holder of the note may designate in writing delivered or mailed to the mortgagor(s), in monthly installments of ONE HUNDRED EIGHTEEN and 04/100 (\$118.04) Dollars, commencing on the 15 day of August, 1971, and continuing on the **

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 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:

~~That certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, to-wit:~~

** 118.04 day of each month thereafter for 48 months, with a final payment of (\$ 118.04) until the principal and interest are fully paid, provided, however, that if not sooner paid the entire indebtedness shall be due and payable on the 15 day of July, 1975.

ALL that certain piece, parcel or lot of land in Grove Township, Greenville County, State of South Carolina, about 7 miles Southwest of the City of Greenville, and being known and designated as Lot Number 25 of the Property of Wm. R. Timmons, Jr. according to a plat of record in the R. M. C. Office for Greenville County in Plat Book 000 at Page 193, and having the following metes and bounds, to-wit:

BEGINNING at a point on the Southwestern side of Driftwood Drive at the joint corner of Lots 24 and 25 and running thence with the Southwestern side of Driftwood Drive N. 34-41 W. 190 feet to a point at the joint front corner of Lots 25 and 26; thence S. 55-19 W. approximately 501.6 feet to a point in a branch at the joint rear corner of Lots 25 and 26; thence with said branch as a line approximately S. 24-08 E. approximately 119.0 feet to a point in said branch; thence continuing with said branch as a line approximately S. 7-22 E. approximately 82 feet to a point in said branch at the joint rear corner of Lots 25 and 24; thence N. 55-19 E. approximately 561.2 feet to a point on the Southwestern side of Driftwood Drive at the point of BEGINNING.

Being the same property conveyed to the mortgagor herein by deed of William R. Timmons, Jr. to be recorded herewith.

Together with all and singular rights, members, hereditaments, and appurtenances 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 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.