

First Mortgage on Real Estate

MORTGAGESTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PHILLIPS DEVELOPMENT CORPORATION

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Two Hundred Twenty-Seven Thousand and No/100 ~~_____~~ DOLLARS

(\$ 227,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is three (3) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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.

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,

ALL of those pieces, parcels, or lots of land being known and designated as Lots Numbered 1 through 45, Lot 48, Lots 58 through 64, Lot 79, Lots 92 and 93, Lots 101 through 105, and Lots 114 through 153, and two unnumbered lots at the Southeast end of Idlewild Avenue being triangler shaped and bordering on the eastern side of Lots 29 and 30, according to plat prepared by Enwright Associates on January 17, 1972, for a plat entitled "IDLEWILD", said plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4N at Page 54 and 55.

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 according to survey made November 14, 1971, by Enwright Associates Engineers and having according to said plat the following metes and bounds to-wit:

Beginning at an old iron pin on the line of Idlewild property and running thence S. 12-14 E. 65.7 feet to an old iron pin; thence S. 12-33 E. 160.2 feet to an old iron pin; thence S. 08-08 E. 577 feet to the creek; thence N. 17-17 E. 171 feet; thence N. 14-22 E. 75.5 feet; thence N. 65-38 W. 240.1 feet; thence S. 24-22 W. 216 feet; thence N. 68-10 W. 282.45 feet; thence N. 12-33 W. 171 feet; thence N. 62-10 W. 32.5 feet to the beginning corner. This tract contains 1.93 acres, more or less.

The mortgagee herein agrees to release from the lien of this mortgage any of the lots herein upon payment of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, to said mortgagee.

The President is the sole officer of the corporation required to sign the mortgage.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.