

REAL ESTATE MORTGAGE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUL 23 2 35 PM '81
DONALD S. ANKERSLEY
R.M.C.

MORTGAGOR(S)/BORROWER(S)

Joseph F. Phillips
9 Marchant Street
Greenville, South Carolina

MORTGAGEE/LENDER

Sunamerica Financial Corporation
33 Villa Road, Suite 201
Greenville, South Carolina 29606

Account Number(s) 403774

Amount Financed \$14,273.59

Total Note \$25,200.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 22nd day of July, 19 81, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 29th day of July, 19 88; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty thousand dollars and no/100 Dollars (\$ 50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that piece, parcel or lot of land situate, lying and being on the Northwestern side of Marchant Street near Monaghan Mills in the County of Greenville, State of South Carolina, and known and designated as Lot No. 11 as shown on a plat entitled "Monaghan Subdivision, Greenville, S.C." made by Piedmont Engineering Service, Greenville, S.C., August 9, 1954, and recorded in the R.M.C. Office for Greenville County in Plat Book GG, at Pages 86 and 87, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Marchant Street at the joint front corner of Lots Nos. 10 and 11, and running thence with the lines of Lots Nos. 10 and 27, N. 10-15 W. 175 feet to an iron pin; thence with the rear line of Lot No. 25, S. 77-16 W. 70.0 feet to an iron pin; thence with the rear line of Lot No. 24, S. 71-58 W. 23 feet to an iron pin at the joint rear corner of Lots Nos. 11 and 12; thence with the line of Lot No. 12, S. 16-49 E. 174 feet to an iron pin on the Northwestern side of Marchant Street; thence with the Northwestern side of Marchant Street, N. 76-46 E. 74 feet to the point of beginning.

BORROWER'S ADDRESS: 9 Marchant Street, Greenville, South Carolina.

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, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or 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 referred to as the "property". DERIVATION: Title passed from _____

Leslie & Shaw, Inc.

to, the Borrower by deed dated November 1, 1962, recorded November 1, 19 62,
in the Office of the R.M.C.
for Greenville County in Deed Book 710
at Page 114

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state.)

C. Douglas Wilson & Company