

MORTGAGE OF REAL ESTATE - SOUTH CAROLINA BOOK 1558 PAGE 195

**This Mortgage**

made this 17th day of March, 19 82, between  
David P. Phillips and Patricia Phillips (his wife as joint tenants)

called the Mortgagor, and Credithrift of America, Inc., hereinafter called the Mortgagee.

## WITNESSETH

Principal Amt. is \$22,964.92\*

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Forty Nine Thousand Seven Hundred Fifty Eight & 14/100 Dollars (\$ 49,758.14\* ), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 1,517.13 & 119 @ 413.79 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 1st day of May, 19 82, and the other installments being due and payable on

- the same day of each month  
 \_\_\_\_\_ of each week  
 \_\_\_\_\_ of every other week  
 the \_\_\_\_\_ and \_\_\_\_\_ day of each month

until the whole of said indebtedness is paid.

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all Extensions thereof, and this mortgage shall in addition secure any future advances by the Mortgagee to the Mortgagor as evidenced from time to time by a promissory note or notes.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land located in Greenville County, South Carolina, containing 23.3 acres, more or less, as shown on a plat of Property of Ralph J. Sheriff, Jr., prepared by C.F. Webb, RLS, on March 20, 1971, recorded in the RMC Office for Greenville County in Plat Book 4-1 at Page 149, and having the following courses and distances, to-wit:

BEGINNING at an iron pin in the center of Acker Road at the Southwest corner of said tract, and running thence along Holliday line N. 17-00 E. 1,352 feet to an iron pin; thence S. 48-00 E. 946.1 feet to an iron pin; thence S. 3-00 W. 680 feet to the center of said Road; thence along the center of said Road as follows; S. 77-23 W. 452.2 feet; S. 85-40 W. 300 feet; and N. 66-20 W. 350 feet to the point of beginning.

THIS conveyance is made subject to any and all restrictions or easements that may appear of record, on the recorded plat(s) or on the premises.

THIS is the identical property commonly referred to as Route 3 Acker Road, Belton, County of Greenville, State of South Carolina.

THIS is the identical property conveyed to the mortgagors by Deed of Ralph J. Sheriff, Jr. dated June 18, 1974, recorded in the RMC Office for Greenville County, State of South Carolina in Deed Book 1001 at page 468 on June 19, 1974.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected or placed thereon.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.