

X

MORTGAGE OF REAL ESTATE -
GREENVILLE CO. S. C.

BOOK 1445 PAGE 391

Mortgagee's mailing address: Bankers Trust Plaza, Greenville, S. C. 29602
STATE OF SOUTH CAROLINA } 26 3 48 PM '78
COUNTY OF GREENVILLE }
S. TAX COLLECTOR
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William A. Phillips, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina

(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 Five Thousand Seven Hundred Five and 04/100

Dollars (\$ 5,705.04) due and payable

according to terms of note of even date

as set out in said note

with interest thereon from date at the rate of / per centum per annum, to be paid:

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:

"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

ALL that piece, parcel or lot of land, situate, lying and being near the City of Greenville, South Carolina, in the County of Greenville, on the southwest side of the Old Spartanburg Road, containing 0.69 acre, as shown on plat of property of E. W. Peden dated April 10, 1967, prepared by C. O. Riddle, Registered Land Surveyor, and having according to said plat, the following metes and bounds to-wit:

BEGINNING at a nail and cap in the center line of Old Spartanburg Road and running thence S. 44-38 E. 25 feet to an iron pin at the edge of the Old Spartanburg Road; thence continuing S. 44-38 E. 175 feet to an iron pin in line of property now or formerly of Elmore; thence turning and running S. 43-24 W. 150 feet to an iron pin; thence turning and running N. 44-38 W. 175 feet to an iron pin at the edge of the Old Spartanburg Road; thence continuing N. 44-38 W. 25 feet to a point in the center line of the Old Spartanburg Road; thence turning and running N. 43-24 E. 150 feet along the center line of the Old Spartanburg Road to a nail and cap, the point of BEGINNING.

This being the same property conveyed the mortgagor by deed of Elizabeth Peden Smith, Richard S. Peden, Mary Jane Peden, Patricia Smith Penland, John W. Peden and Fred Durham Peden dated October 12, 1976 and recorded October 13, 1976 in Deed Book 1044, at Page 519, in the RMC Office for Greenville County.

OCT 13 1976 1064

RECORDED
OCT 29 1978
STATE TAX
\$ 02.32
R.M.C.

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.

4328 RV-2