

Nov 23 12 08 PM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 23 day of November, 1979, between the Mortgagors, Ben Dixon Phillips, Jr., and Carol M. Phillips, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

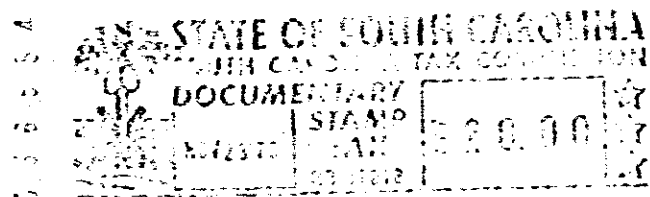
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Five Thousand and No/100 (\$65,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 23, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2009.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the northerly side of Lyons Drive, and being shown on plat of Property of Ben Dixon Phillips, Jr., and Carol M. Phillips, prepared by Jones Engineering Service on November 20, 1979, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Lyons Drive, and running thence N. 3-26 E. 1380.0 feet to an iron pin; running thence S. 83-43 E. 283.4 feet to an iron pin; running thence with the joint line of Property of Pittman, S. 3-26 W. 1387.7 feet to an iron pin on the northerly side of Lyons Drive; running thence with the northerly side of Lyons Drive, N. 82-10 W. 284 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors by deed of Kenneth H. Tinsley and Edith B. Tinsley on November 23, 1979, recorded in the R.M.C. Office for Greenville County in Deed Book 1116, at Page 229.



which has the address of 1 Lyons Drive Simpsonville, South Carolina 29681 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, 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, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and 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 herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

0173

4328 RV-2