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MORTGAGE OF REAL ESTATE

TO ELL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, ROBERT G. PHILLIPS ANDY TERRI L. PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted un to MELVIN K. YOUNTS

(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 EIGHT THOUSAND THREE HUNDRED NINETY THREE AND NO/100------ Dollars \$,393.00 ; due and payable

In 36 monthly installments total with 35 installments of \$200.00 per month beginning on May 1, 1980 and the 36th installment to be due on May 1, 1983 in the amount of \$1,393.00.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

being in the State of South Carolina, County of Greenville, on the Northern side of Heritage Drive containing 2.74 acres, and being known as Tract 10 of Heritage Estates reflected on plat made by J. L. Montgomery, III, RLS dated November 6, 1979, said plat being recorded in the RMC Office for Greenville County in Plat Book 7C, Page 77 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Heritage Drive at the joint front corner of Tracts 10 and 12 and running thence with the common line of said Tracts N. 8-21 W., 371.88 feet to an iron pin; thence along the rear of Tract 10 N. 82-13 E., 329.48 feet to an iron pin, joint rear corner of Tracts 10 and 6; thence with the common line of said Tracts S. 5-57 E., 368.3 feet to an iron pin on Heritage Drive; thence with said Heritage Drive S. 81-45 W., 314.25 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Melvin K. Younts to be recorded on even date herewith.

We have not examined the Courthouse records nor is this title certified.
Younts, Gross, Gault & Smith

Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 pramises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lowfully 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.