STATE OF SOUTH CAROLING REAL ESTATE

COUNTY OF Greenville

SEP 29 10 34 AH 182 MORTGAGE OF REAL ESTATE

BONNIE S. TANKERSLEY

R.H.C.

WHEREAS,

Keith Daryl Oglesby and Jacquelyn B. Oglesby

(hereinafter referred to as Mortgagor) is well and truly indebted un to David P. Phillips and Wallace L. Wilson

thereinafter referred to as Mortgagee) as evidenced by the Mortgager's premissery note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Six Thousand Nine Hundred Ninety-six and 18/100ths Do

as set forth by note of mortgagors of even date

per note

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

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 Mortgager, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgager may be indebted to the Mortgager at any time for advances made to or for his account by the Mortgager, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgager in hand well and truly paid by the Mortgager 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, self and release unto the Mortgager, its successors and assigns:

"ALL that certain piece, percel or let of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, in the City of Simpsonville, being known and designated as Lot #257, of a subdivision known as POINSETTIA, Section V, Sheet 1; said plat of subdivision being recorded in the RMC Office for Greenville County in Plat Book 4-R, at page 87; reference being hereby craved to said plat for a more particular metes and bounds description as appear thereon. \*\*

THIS being the same property conveyed to the Mortgagors herein by deed of the Mortgagees, recorded in Deed Book 1169, at page 269, on 6-28-82

THIS mortgage is second and junior in lien to that mortgage between Keith Daryl Oglesby and Jacquelyn B. Oglesby to Bankers Life Company, as recorded in the RMC Office for Greenville County in Mortgage Book 1573, at page 145, in the original amount of 18,000.00, recorded on 16-28-82.

\*\*Also refer to plat entitled "Property of Keith Daryel Oglesby and Jacquelyn B. Oglesby" dated June 23, 1982, prepared by Carolina Surveying Company, and recorded in the RMC Office for Greenville County in Plat Book 9-C, at page 21

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Together with all and singular rights, members, herditaments, and appurtocences 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 premises unto the Mortgages, 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 Dand 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 previded 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 whomsever fawfully claiming the same or any part thereof.

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