

X

MORTGAGE OF REAL ESTATE -

GREENVILLE CO. S. C.

Mortgagee's mailing address: Bankers Trust Plaza, Greenville, S. C. 29602

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

26 3 95 PM

MORTGAGE OF REAL ESTATE

1445 1141

70 1141

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS William A. Phillips, Jr.

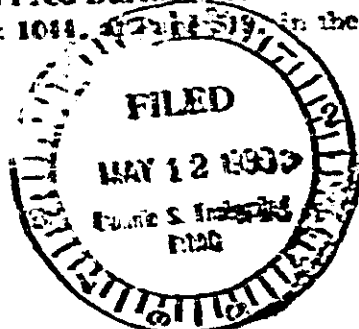
hereinafter referred to as Mortgagee) is well and truly indebted unto Bankers Trust of South Carolina

hereinafter referred to as Mortgagee) as evidenced by the Mortgage'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

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, 1978 and recorded October 13, 1978 in Deed Book 1044, 4741-4749, in the RMC Office for Greenville County.



Handwritten signature: Dennis S. ...

Vertical stamp: OCT 12 1978

Notarized in Full
Dated: [Signature]
Witness: [Signature]
May 6, 1980

32964

Together with all and singular rights, franchises, easements, and appurtenances to the same belonging in any way incident to appurtenance, and all of the rents, issues, and profits which may now or be had hereunto, 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 Mortgagee covenants that it is lawfully seized of the premises heretofore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

4328 RV.2