STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILED MORTGAGE OF REAL ESTATE

GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, O. CLIPFORD PHYLLEPSIANGERS, LEXING GLORIA W. PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto H & L ENTERPRISES, INC., whose address is Post Office Box 278, Simpsonville, SC 29681,

(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

Three Thousand One Hundred Twenty-Two & 97/100--- Dollars (\$3,122.97) due and payable as per the terms of said note;

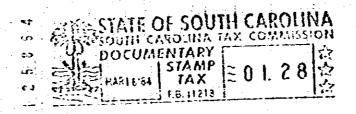
with interest thereon from date at the rate of Ten per centum per annum, to be paid as per the terms of said note.

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 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 bereby 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 Greenville, known and designated as Lot No. 17 of a subdivision known as FAIRVIEW WOODS, as shown on a plat entitled "FAIRVIEW WOODS, SHEET NO. 1 OF 2" dated April 1, 1975, drawn by Piedmont Engineers, Architects and Planners, said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book 5-D at Page 82; reference to said plat is hereby craved for a more complete metes and bounds description.

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagee, said deed being dated February 20, 1984, and to be recorded of even date herewith.



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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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