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First Mortgage on Real Estate

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## MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JACK S.W. ELLENBURG AND FRANCES I. ELLENBURG

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

per centum per annum, said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable,

December 1, 1974

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 hereby 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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being triangular in shape and known and designated as the Southwestern portion of Lot No. 32, as shown on a plat entitled "Laurel Heights" prepared by C.C. Jones & Associates, dated April, 1956, recorded in the R.M.C. Office for Greenville County in Plat Book KK at page 33, and having according to a more recent plat prepared by C.C. Jones, Engineer, dated January 8, 1958, entitled "Property of Leslie & Shaw, Inc.", and recorded in the R.M.C. Office for Greenville County in Plat Book PP at page 41, the following metes and bounds:

BEGINNING at an iron pin at the joint rear corner of Lots Nos. 29, 32, 33, 34 and 38, and running thence with the line of Lot No. 29 N. 26-03 E. 50.7 feet to an iron pin at the new joint rear corner of Lots Nos. 32 and 33; thence with the new line of Lot No. 33 S. 76-32 E. 69 feet to an iron pin; thence with the old joint line of Lots Nos. 32 and 33 S. 72-30 W. 93.2 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Leslie & Shaw, Inc., dated February 21, 1958, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

This mortgage is given as substitute security for that portion of Lot No. 33, Laurel Heights Subdivision, released from the lien of the mortgage given by the Mortgagors herein to the Mortgagee herein, dated November 12, 1957, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 730 at page 89. (See release recorded in the R.M.C. Office for Greenville County in Deed Book 593 at page 303.) The premises described herein, along with the remaining portion of Lot No. 33, Laurel Heights, owned by the Mortgagors, shall be considered security for the promissory note referred to hereinabove.

Failure by the Mortgagors herein to comply with any of the terms of the mortgage referred to hereinabove shall be deemed a default under the terms of this mortgage; and failure by the Mortgagors herein to comply with any of the terms of this mortgage shall be deemed a default under the terms of the mortgage referred to hereinabove.