

JAN 20 11 25 AM 1969

BOOK 1115 PAGE 61

STATE OF SOUTH CAROLINA

COUNTY OF

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JERRY A. ELLENBURG,

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARION D. STEGALL AND BEVERLY J. STEGALL,

(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 One Thousand, Five Hundred and no/100 ----- Dollars (\$1,500.00) due and payable \$75.00 quarterly, with the first payment being due three months from date, and a like payment each quarter thereafter,

with interest thereon from date at the rate of seven per centum per annum, to be paid: quarterly and deducted from the quarterly payment;

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 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 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

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known as Lot 35 on a plat of Biltmore, which plat is of record in the R. M. C. Office for Greenville County, S. C. in Plat Book "Y" at page 147, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Bear Drive (also known as Bear Grass Drive), and running thence N. 75 - 14 W. 150 feet to an iron pin, joint rear corner of Lots 35 and 36; thence N. 14 - 46 E. 100 feet to an iron pin, joint rear corner of Lots 34 and 35; running thence S. 75 - 14 E. 150 feet to an iron pin; and running thence S. 14 - 46 W. 100 feet to the beginning corner.

This mortgage is junior in lien to a mortgage currently held on said property by C. Douglas Wilson & Co. of Greenville, South Carolina, and assigned to Metropolitan Life Insurance Company, which mortgage is of record in the Office of the R. M. C., Greenville County, South Carolina

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The indebtedness secured by this mortgage has been satisfied and this mortgage is therefore hereby cancelled and the lien thereof discharged.

*Marion D. Stegall
Witness R. Kinard Johnson Jr.
Rex C. Carter*

*Beverly J. Stegall
Witness R. Kinard Johnson Jr.
J. Henry Philpot Jr.*

SATISFIED AND CANCELLED OF RECORD
12 DAY OF Nov. 1968
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 9:47 O'CLOCK A.M. NO. 11441