MORTCAGE OF REAL ESTATE—Mann, Folter, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John David Ellison and Evelyn Ellison

(hereinafter referred to as Mortgagor) is well and truly indebted unto Donald D. Pearson and Inez B. Pearson

with interest thereon from

· date at the rate of eight

per centum per apnum, to be paid: monthly

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, 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, on the northeast side of Hampton Street (now called Nancy Drive), being shown and designated as Lot 28 on a plat of Property of Central Realty Corporation recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book S, at Page 110, and having according to said plat the following metes and bounds, to-wit.:

Beginning at a point on the northeast side of Hampton Street (now called Nancy Drive), joint front corner of Lots 28 and 29, and running thence along the common line of said Lots N. 65-0 E. 205 feet to a point; thence S.25-0 E. 60 feet to a point; thence along the common line of Lots 27 and 28 S.65-0 W. 205 feet to a point on the northeastern side of Hampton Street (now Nancy Drive), joint front corner of Lots 27 and 28; thence along Hampton Street (now Nancy Drive) N.25-0 W. 60 feet to the point of beginning.

This is a second mortgage, being junior in lien to a mortgage to Carolina National Mortgage Investment Co. recorded in Mortgage Book 1132 at Page 21.

ASSIGNMENT

For value received we do hereby assign the within mortgage to Lloyd W. Gilstrap with recourse this <u>26th</u> day of January, 1971.

In the Presence of:

Ohr Man Sewer Silver

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 beating, 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 heireinabove 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.