

JOHNIE O. TALLEY MORTGAGE

THIS MORTGAGE is made this 9th day of September, 1976, between the Mortgagor, Roy C. Ellison and Kathy W. Ellison

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Eight Thousand Eight Hundred and No/100 (\$28,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 9, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on twenty five years from date

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the Eastern side of Singing Pines Drive, shown as Lot No. 2 on a plat of Riverwood, Property of Norman S. Garrison, Jr. and Bobby G. Sexton, prepared by C. O. Riddle, R.L.S. dated July 1966, recorded in Plat Book NNN at page 19 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Singing Pines Drive at the joint front corner of Lots Nos. 1 and 2; running thence along the line of Lot No. 1, N. 77-50 E. 200 feet to an iron pin in the line of property now or formerly owned by T. B. Garrison; thence along Garrison property, N. 12-10 W. 162.5 feet to an iron pin; thence N. 9-34 W. 37.5 feet to an iron pin at the corner of Lot No. 3; thence along the line of Lot No. 3, S. 77-50 W. 201.7 feet to an iron pin on the eastern side of Singing Pines Drive; thence along Singing Pines Drive, S. 12-10 E. 200 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Doyle Ray and Sandra J. Clary of even date to be recorded herewith.



which has the address of Lot 2 Singing Pines Drive Greenville, South Carolina 29611 (Street) (City) (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

0308

1328 RV-2