

BOOK 1432 PAGE 920

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

FILED
MAY 23 3 59 PM '78
DONNIE S. TANKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RALPH ELLENBURG

(hereinafter referred to as Mortgagor) is well and truly indebted unto MRS. FLORENCE S. FOWLER, TRUSTEE FOR SUDIE F. SMITH, UNDER THE WILL OF ROY L. SMITH, SR.

(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 SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 67,500.00) due and payable in ten (10) equal annual payments of \$6,750.00 each beginning on January 1, 1979, and continuing thereafter on the first day of each and every January until paid in full, with interest thereon from date at the rate of six (6%) percent per annum, to be paid annually upon annual payment of principal. Mortgagor has the option to anticipate the payment of principal to a maximum of \$2,000.00 per annum at anytime during the term of the mortgage. It is further understood and agreed that mortgagor may pay the full amount of principal owing on or after January 1, 1983 with interest to date of such 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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as a 13.93 acre tract according to survey for Ralph Ellenburg by Robert R. Spearman, Surveyor No. 3615, said plat being dated February 24, 1978 and according to said plat being more particularly described as follows to-wit:

BEGINNING at a nail and cap in the center of Smith Hines Road at the joint corner of the property herein, property of Boling and property of Hubbell and running thence N10-38E 128.88 feet to a nail and cap in the center of said road; continuing thence up the center of said road N05-09E 242.9 feet to a nail and cap in the center of said road; continuing thence N16-14E 81.50 feet to a nail and cap in the center of said road; continuing thence N43-07E 69 feet to a nail and cap in the center of said road; continuing thence N54-23E 136.40 feet to a nail and cap in the center of said road; continuing thence N38-06E 174.57 feet to a nail and cap in the center of said road; continuing thence N47-30E 125.34 feet to a nail and cap in the center of said road; continuing thence N57-20E 174.0 feet to a nail and cap in the center of said road; continuing thence N64-21E 112.25 feet to a nail and cap in the center of said road; continuing thence N74-37E 142.75 feet to a nail and cap in the center of said road; continuing thence N49-07E 62.53 feet to a nail and cap in the center of said road; continuing thence N19-51E 100.68 feet to a nail and cap in the center of said road, which nail and cap is 119.0 feet from a tie line; running thence along the joint line of the property herein and property of James C. White S07-10W 1233.0 feet to a concrete monument at the joint corner of the property herein, property of James C. White and property of Boling; running thence along the joint line of the property herein and property of Boling S86-31W 329.86 feet to an old iron pin at property of Boling; continuing thence along a joint line of the property herein and property of Boling N06-56E 206.34 feet to an old iron pin; continuing thence along the property herein and property of Boling S80-06W 441.66 feet to a nail and cap in the center of Smith Hines Road, the point of BEGINNING."

The above is that same property conveyed to the Mortgagor herein by Deed of Mrs. Florence S. Fowler, Trustee for Sudie F. Smith, under the will of, Roy F. Smith, Sr., simultaneously recorded herewith.

Mortgagor shall be free to improve the property and to construct buildings thereon, within the limitation imposed by applicable zoning ordinances, after title is transferred. The mortgagee agrees to subordinate the lien of her mortgage to any reasonable sites within the confines of the within described property, the balance of the 14.5 acres to remain subject to her first lien.

Mortgagee's mailing address is: Rt. 4, Box 252-A
Wilderness Trail
Anderson, S.C. 29624

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.

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