

FILED
GREENVILLE CO. S. C.

BOOK 1438 PAGE 853

JUL 21 10 12 AM '74

BONNIE S. TANKERSLEY
R.M.C.

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, JOHN D. ELLENBERG

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

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Ninety Thousand & 00/100----- DOLLARS

(\$ 90,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is Thirty (30) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 Greenville, being known and designated as Lot No. 49 of Stratton Place Subdivision according to plat prepared by Piedmont Engineers and Architects dated July 10, 1972 and recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at Pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Whittington Drive, joint front corner of Lots 48 and 49 and running thence with the joint line of said lots, S. 64-05 E. 155 feet to an iron pin at the joint rear corner of Lots 49 and 50; running thence with the joint line of said lots, S. 41-43 W. 154.7 feet to an iron pin on the northern side of Whittington Court; thence with the curvature of the northern side of Whittington Court, the chords of which are N. 68-10 W. 30 feet and S. 69-15 W. 33 feet to an iron pin on the northern side of Whittington Court; thence with the northern side of Whittington Court, N. 64-05 W. 35 feet to an iron pin at the corner of Whittington Court and Whittington Drive; thence with said intersection, N. 19-05 W. 35.35 feet to an iron pin on the eastern side of Whittington Drive; thence with the eastern side of Whittington Drive, N. 25-55 E. 150 feet to the point of beginning.

This is the same property conveyed to Mortgagor herein by Deed of Southland Properties, Inc., dated February 20, 1974 and recorded in the R.M.C. Office for Greenville County in Deed Book 994 at Page 154 on February 21, 1974.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or 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.

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