

FILED
GREENVILLE CO. S. C.
MAR 14 4 04 PM '79
DONNIE S. TANKERSLEY
R.M.C.

VOL 1459 PAGE 756

MORTGAGE

THIS MORTGAGE is made this 9th day of March, 1979, between the Mortgagor, Wilson L. Ellenburg and Ellouise B. Ellenburg, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Two Thousand, Six Hundred and No/100 -- (\$32,600.00)--- Dollars, which indebtedness is evidenced by Borrower's note dated March 9, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2004.....;

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 piece, parcel or lot of land in Chick Springs Township, near Paris School District, about 5 miles north of the City of Greenville, on the west side of Rutherford Road and north side of Park Avenue, known and designated as Lot 107 on a plat prepared by Carolina Surveying Company, entitled property of Wilson L. Ellenburg and Ellouise B. Ellenburg, and recorded in the R.M.C. Office for Greenville County, in Plat Book 7-B, at Page 56, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the Intersection of Park Avenue and Rutherford Road and running thence N 74-30 W 181.6 feet to an iron pin; thence running N 15-30 E 95 feet to an iron pin; thence running S 74-30 E 181.6 feet to an iron pin on the west side of Rutherford Road; thence running S 15-30 W 95 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of William W. Westmoreland and Frances S. Westmoreland, dated March 9, 1979, and recorded in the R.M.C. Office for Greenville County, in Deed Book 1098, at Page 435.

ALSO, all that piece, parcel or lot of land located lying and being in the County of Greenville, State of South Carolina, known and designated as Lot No. 8, on plat of subdivision of Greer Mill Village, recorded in the R.M.C. Office for Greenville County in Plat Book Y, at Page 138 and 139, reference also being made to a more recent plat entitled property of Wilson L. Ellenburg and Ellouise B. Ellenburg, prepared by Carolina Surveying Company and recorded in the R.M.C. Office for Greenville County, in Plat Book 7-B, at Page 57, and according to said plat, having the following metes and bounds, to-wit:

(CONTINUED)

which has the address of 416 Pennsylvania Avenue, Greer,
(Street) (City)
South Carolina 29651 (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 seized 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.

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