

Mortgagee's Address: c/o the Furman Co., Daniel Building, Cvl., S.C., 29602.

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Waller, Todd & Mize, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE FILED  
JUL 3 4 37 PM '79  
DORRIS E. HANMERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Vol 1472 Pgs 820

WHEREAS, Ernest C. Ellis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Tenth Carolina Realty Associates

(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 Five Thousand and no/100 (\$5,000.00) Dollars

Dollars due and payable

in thirty-six (36) equal successive monthly installments in the amount of One Hundred Fifty-Nine (\$159.00) Dollars each, the first installment being due and payable August 1, 1979 and subsequent installments due and payable on the 1st day of each month thereafter until paid in full

with interest thereon from date at the rate of nine per centum per annum, 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 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, the Mortgagee's heirs, 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 #3 located on North Main Street, in a subdivision known as North Park, as shown on plat made by Dalton & Neves, Engineers, May, 1940, and recorded in Plat Book K at Pages 48 and 49, and having the following metes and bounds, to-wit:

BEGINNING at a stake on the western side of North Main Street, front corner of Lots #3 and 4, and running thence with the line of said Lots, N. 70-14 W. 160 feet to a stake in line of Lot #29; thence with the line of said Lot, N. 19-46 E. 60 feet to a stake, rear corner of Lot #2; thence with the line of said Lot, S. 70-14 E. 160 feet to a stake on North Main Street; thence with said street, S. 19-46 W. 60 feet to the point of beginning.

This is the same property conveyed to Mortgagor herein by deed of Sadie B. Tullis Sweeney, nea Sadie B. Tullis, Barbara Tullis Bolt and Hugh E. Bolt, dated January 29, 1959, and recorded in the RMC Office for Greenville County, S. C. on February 3, 1959, in Deed Book 616, at Page 157.

This is a second mortgage being junior in lien to a first mortgage on the above-described property, executed by Ernest C. Ellis to Fidelity Federal Savings & Loan Association in the principal amount of \$15,000.00, dated and recorded April 4, 1961 in the RMC Office for Greenville County, S. C. in R.E.M. Book 854, at Page 64.

GCTO -----3 JUL 9 1979 361

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
JUL 3 1979

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 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 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.

19  
21  
80  
0

4328 RV.2