

JUL 18 10 16 AM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DANA G. PELLETIER and LIBBY CHILDERS PELLETIER

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES A. ELLIS and BETTY M. ELLIS

(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 Thirty-Three Thousand Six Hundred Fifty-Two and 62/100-----

----- Dollars (\$ 33,652.62) due and payable
in monthly installments of Three Hundred Ninety-One and 67/100 (\$391.67) Dollars commencing July 1, 1983 and Three Hundred Ninety-One and 67/100 (\$391.67) Dollars on the first day of each and every month thereafter until November 30, 1985 at which time the entire unpaid balance shall become due and payable, with interest thereon from July 1, 1983 at the rate of 13.5% 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:

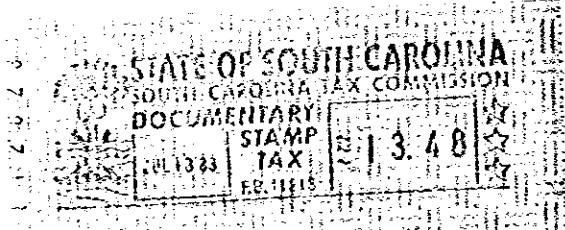
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, 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, near the City of Greenville on the northern side of Butler Springs Road, being shown as Lot No. 23 on a plat of Heritage Hills, recorded in Plat Book YY at Page 187 and described as follows:

BEGINNING at an iron pin on the northern side of Butler Springs Road at the corner of Lot No. 22 and running thence with the northern side of said lot, S. 80-15 W. 105 feet to an iron pin at the corner of Lot No. 24; thence with the line of said lot N. 9-45 W. 170 feet to an iron pin in the line of Lot No. 43; thence with the lines of Lot Nos. 43 and 44 N. 80-15 E. 105 feet to an iron pin at the corner of Lot No. 22; thence with the line of said lot S. 9-45 E. 170 feet to the beginning corner.

Derivation: James A. Ellis and Betty M. Ellis, Deed Book 1192, at Page 482, recorded July 18, 1983.

The Mortgagors shall have the right to repay any of the remaining indebtedness at any time or times before the due date without penalty.



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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.