

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EUGENE CROOK

(hereinafter referred to as Mortgagor) is well and truly indebted unto RALPH ELLENBURG

dated February 15, 1980

(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

One Hundred Sixty-Seven Thousand, One Hundred Sixty and No/100 Dollars (\$ 167,160.00) due and payable as described in Mortgagor's promissory note (hereinafter referred to as Note)

with interest thereon from date of Note at the rate of twelve (12%) per centum per annum, to be paid: as described in Note.

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:

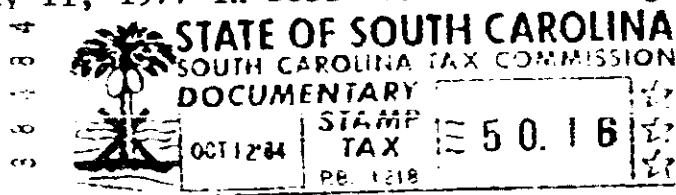
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being shown and designated as a 6.8684 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 N. 10-38 E. 128.88 feet to a nail and cap in the center of said road; continuing thence up the center of said road N. 05-09 E. 242.9 feet to a nail and cap in the center of said road; continuing thence N. 16-14 E. 81.50 feet to a nail and cap in the center of said road; continuing thence N. 43-07 E. 69 feet to a nail and cap in the center of said road; running thence N. 69-40 W. 713.43 feet to a point at property of James C. White; running thence along the joint line of the property herein and property of James C. White S. 07-10 W. 360.74 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 S. 86-31 W. 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 N. 06-56 E. 206.34 feet to an old iron pin; continuing thence along the property herein and property of Boling S. 80-06 W. 441.66 feet to an nail and cap in the center of Smith Hines Road, the POINT OF BEGINNING. *** (See below)

The above is a portion of that same property conveyed to Mortgagor herein by deed of Ralph Ellenburg, dated and recorded simultaneously herewith.

***LESS, HOWEVER, ALL that certain piece, parcel or strip of land containing approximately 0.154 acre, lying and being on the eastern side of Smith Hines Road in the City of Greenville, County of Greenville, State of South Carolina and which was conveyed to South Carolina State Highway Department by deed of Florence J. Fowler, Trustee for Sudie F. Smith, under the Will of Roy F. Smith, Sr., dated April 29, 1977 and recorded in the RMC Office for Greenville County on May 11, 1977 in Deed Book 1056 at Page 410.



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.

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