

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

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ELIZABETH BIDDLE
R.M.C.

BOOK 1244 PAGE 125

MORTGAGE OF REAL ESTATE

TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Dave L. Eller and Judy H. Eller

(hereinafter referred to as Mortgagor) is well and truly indebted unto John D. Haire and Terrie L. Haire

(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 Two Thousand Three Hundred Fifty-Four and 49/100 Dollars (\$2,354.49) due and payable

six months from date

with interest thereon from date at the rate of six per centum per annum, to be paid: at maturity

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, on the western side of Endless Drive, about two miles northwest of Greer, in Chick Springs Township, and known and designated as part of Lot 35 of W. Dennis Smith Property, as shown on plat prepared by H. S. Brockman, dated December 20, 1956, and amended May 30, 1957, September 24, 1957, and May 25, 1960, and having according to said amended plat the following metes and bounds, to-wit:

BEGINNING at a stake on the western side of Endless Drive at the northeast corner of lot number 3 as shown on said amended plat and running thence with the rear property lines of lots numbers 2 and 3 as shown on said amended plat S. 88-09 W. 216 feet to a stake at the joint rear corner of lots 1 and 2 as shown on said amended plat; thence with the rear property line of lot 1 N. 82-11 W. 109 feet to a stake at the northwest corner of lot number 1; thence N. 9-10 W. 20 feet to a stake; thence N. 47-51 E. 75 feet to a stake; thence N. 84-10 E. 241 feet to a stake on the western side of Endless Drive; thence with the western side of Endless Drive S. 21-51 E. 110 feet to the beginning point.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.