

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE S.C. 29603

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

23 4 05 PM '77
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, J. Roger Ellis and Regina H. Ellis -----

(hereinafter referred to as Mortgagor) is well and truly indebted unto James R. 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 Fifty-five Thousand Nine Hundred Thirty-nine and 34/100 -----

Dollars (\$ 55,939.34--) due and payable as follows: \$12,000.00 on the 1st day of June, 1977; \$12,000.00 on the 1st day of January, 1978; \$12,000.00 on the 1st day of January, 1979; \$12,000.00 on the 1st day of January, 1980 and a final payment of \$7,939.34 on the 1st day of January, 1981.

with interest thereon from date at the rate of No Interest per centum per annum, to be paid: N/A -----

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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina as shown on survey for Dr. Joseph E. Crosland, dated April 3, 1970, prepared by Carolina Engineering and Surveying Company, which is recorded in the R.M.C. Office for Greenville County in Plat Book VV at Page 39 A, said lot having the following metes and bounds, to-wit:

BEGINNING at a point on Saluda Lake, joint corner of property of Holloway and running thence with Saluda Lake, N. 50-30 W., 150 feet to a point; thence continuing with said lake N. 8-42 W., 85 feet to a point; thence continuing with said lake N. 14-42 E., 106.3 feet to a point, corner of property of Watts, thence with the line of property of Watts S. 75-53 E., 208.9 feet to a point, joint corner of property of Watts and Holloway; thence with the line of property of Holloway S. 33-55 W., 38.7 feet to a point; thence continuing with line of property of Holloway S. 21-0 W., 216.5 feet to the point of beginning.

ALSO: ALL my right, title and interest, in and to those certain rights of way and easements conveyed to Joseph E. Crosland by right of way instrument dated December 17, 1967 by and between Joseph E. Crosland and Jordan M. Holloway, said Agreement recorded in the R.M.C. Office for Greenville County in Deed Book 834 at Page 457, said rights of way and easements conveyed to James William Durham by Joseph E. Crosland in deed dated April 15, 1970 and recorded in the R.M.C. Office for Greenville County in Deed Book 888 at Page 74 and from James William Durham to James R. Ellis by deed Dated May 30, 1970 recorded in the R.M.C. Office for Greenville County in Deed Book 891 at Page 131, subsequently conveyed to the mortgagors herein by deed of James R. Ellis dated April 30th, 1977, recorded in the R.M.C. Office in Deed Book 1057 at Page 113 .

This is the same property conveyed to the mortgagors herein by deed of James R. Ellis recorded in the R.M.C. Office for Greenville County in Deed Book 1057 at Page 113 on the 23rd day of April, 1977.

Together with all and singular rights, members, hereditaments, 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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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