

1908 Cedar Lane Road, Greenville, S. C.
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

13 3 55 PM '77
CONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

1406 14

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **ELBERT C. ELLIOTT**

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

WALLACE E. TURNER

(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 **FOUR THOUSAND AND NO/100THS** Dollars (\$ 4,000.00) due and payable

in accordance with the terms of the note of even date

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

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, Paris Mountain Township, being more fully described and identified according to a plat prepared by Jones Engineering Service dated April 3, 1974, as Lot No. 5 on said plat which is recorded in the R.M.C. Office for Greenville County, S. C. in Plats Book 5-D, at Page 44, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Luray Drive, which iron pin is the joint front corner of Lots 4 and 5 and running thence along Luray Drive S 22-10 W, 96 feet to an iron pin; thence S 67-50 E, 150 feet to an iron pin; thence N 21-48 E, 96 feet to an iron pin; thence N 67-50 W, 150 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Wallace E. Turner, Jean Van Slate and James E. Hudson, a Partnership d/b/a T.V.H. Enterprises of even date and recorded herewith.

It is understood and agreed between the parties that this instrument is a second mortgage and is junior to that instrument in favor of Fidelity Federal Savings and Loan Association of Greenville, S. C. recorded in the R.M.C. Office for Greenville County in Mortgage Book 1405 at Page 995.

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RECORDED IN R.M.C. OFFICE FOR GREENVILLE COUNTY, S.C. BOOK 11218

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.

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