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BOOK 1357 PAGE 455

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY R.M.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Curtis H. Ellison, Jr. and Linda E. Ellison,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. C. Epps and Marie H. Epps

(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 Seventeen Thousand and No/100-----

Dollars (\$ 17,000.00) due and payable

as follows: \$137.02 on the first day of January 1976, and \$137.02 on the first day of each month thereafter, for a total of 239 payments, and a final or 240th payment of \$101.83;

with interest thereon from maturity at the rate of 7 1/2 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, Fairview Township, and in the Town of Fountain Inn, known and designated on a Plat prepared by W. J. Riddle, Surveyor March 28, 1952, and amended by L. P. Slattery March 19, 1953, as Lot No. 10. This plat is of record in the R.M.C. Office for Greenville County, S. C., in Plat Book "DD" at Page 99. Said Lot fronts on Weathers Circle (designated on Plat as unnamed street) eighty feet, has a depth of one hundred fifty feet, and is eighty feet wide in the rear. Said lot is bounded by Lots Nos. 9 and 11 as shown on said plat, Weathers Circle and lands formerly belonging to Floyd Weathers and Mary W. Weathers. This being the same lot of land conveyed to mortgagor Linda E. Ellison by the Mortgagees on January 1, 1976, by deed recorded in said R.M.C. office in Deed Book 1029 at Page 222.

5.6.80



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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