

JIN 15 12 16 PM 1380

OLLH S. A. A.T.

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Roy J. Ellison, Jr. and Martha H. Ellison, of Greenville County

SEND GREETINGS:

FILED RAM S27 has 305

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREEN-

VILLE, in the full and just sum of Thirty Seven Thousand, Five Hundred & m/100_(\$ 37,500.00) Dollars (or for future advances which may be made hereunder at the option of said Association, which advances shall not exceed the maximum amount stated herein and shall be evidenced by a subsequent promissory note or notes se-

cured hereby), said note to be repaid with interest at the rate specified therein in installments of

Two Hundred Sixty Eight and 69/100... (\$ 268.69) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal balances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently

extended, will be due and payable 20 years after date. The note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, being known and designated as Lot No. 40 of a subdivision known as Stone Lake Heights, Section "1", according to a plat thereof prepared by Piedmont Engineering Service June 1952, revised December 1952, and recorded in the R.M.C. Office for Greenville County in Plat Book BB, at Page 133, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the eastern edge of Lakecrest Drive, joint front corner of Lots Nos. 39 and 40, and running thence along the joint line of said lots, S. 72-40 E. 220.1 feet to a point on the margin of Stone Lake, which point is witnessed by an iron pin 18.9 feet back on line; thence along the margin of Stone Lake, following the meanders thereof, a transverse line of which is N. 3-41 E. 107.6 feet to a point on a margin of said lake, the joint rear corner of Lots Nos. 40 and 41, which point is witnessed by an iron pin 3 feet back on the joint line of said lots; thence along the joint line of Lots Nos. 40 and 41, N. 67-45 W. 174 feet to an iron pin on the eastern edge of Lakecrest Drive, joint front corner of said lots; thence along the eastern edge of Lakecrest Drive, S. 22-55 W. 59 feet to an iron pin; thence continuing along the eastern edge of Lakecrest Drive, S. 17-22 W. 60 feet to an iron pin, the beginning corner; being the same property conveyed to us by M. Hugh Lynn by deed of even date to be recorded herewith.

Together with all rights and privileges in and to the bed and waters of Stone Lake as are accorded by law to a riparian owner, including, without being limited to, the right and privileges as appurtenant to said lot, to go upon and use the waters of said lake for the purpose of engaging in normal aquatic sports such as boating, fishing and swimming, and the further right to construct and maintain a dock or landing which does not extend further than 15 feet from the water's edge and is so REVISED 10-1-57

BUTCHELL PRINTIME SED.

Lake by any other riparian owner.