

LEATHERWOOD, WALKER, TODD & MANN

GREENVILLE, S.C.

NOV 3 1978

LEATHERWOOD, WALKER, TODD & MANN

MORTGAGE

BOOK 1440 PAGE 538

THIS MORTGAGE is made this 3 day of November 1978, between the Mortgagor, FRED R. ELLENBURG AND LOUISE P. ELLENBURG (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States of America, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and 00/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 3, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2008;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lots Nos. 3 and 4 of Grand View Heights, together with a 10 foot alley to the rear of said Lots 3 and 4, and having, according to a plat entitled "Grand View Heights Subdivision" recorded in the R.M.C. Office for Greenville County in Plat Book EE at Page 199, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwesterly side of State Park Road at the joint front corner of Lots 4 and 5, and running thence with the line of said lots, N. 33-30 W. 200 feet; thence with the line of Lot 19, S. 68 W. 152 feet to a point on Grand View Circle; thence with Grand View Circle, S. 3-15 E. 110 feet to a point; thence still with Grand View Circle, S. 15-15 E. 91 feet to a curve at the intersection of Grand View Circle and State Park Road; thence with said curve, 25 feet to a point on State Park Road; thence with State Park Road, N. 56-30 E. 230 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Homer Styles, said deed being dated August 3, 1966 and recorded in the R.M.C. Office for Greenville County in Deed Book 804 at Page 72 and by deed of Homer Styles dated April 24, 1970, and recorded in the R.M.C. Office for Greenville County in Deed Book 892 at Page 441, less however, a triangle strip of land heretofore conveyed to Charles W. Tate by deed dated July 28, 1972 and recorded July 28, 1972 in Deed Book 967 at page 68.

RECORDED IN THE PUBLIC OFFICE OF GREENVILLE, S.C. NOV 16 1978

which has the address of Lots 3 and 4, Grand View Circle (Street) Greenville (City) (herein "Property Address"); (State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

RECORDED IN 878 1121

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