

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

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MAY 23 3 59 PM '79
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

RALPH ELLENBURG

(hereinafter referred to as Mortgagor) is well and truly indebted unto MRS. FLORENCE S. FOWLER, TRUSTEE FOR SUDIE F. SMITH, UNDER THE WILL OF ROY L. SMITH, SR.

(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 SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 67,500.00) due and payable

in ten (10) equal annual payments of \$6,750.00 each beginning on January 1, 1979, and continuing

BEGINNING at a nail and cap in the center of Smith Hines Road at the joint corner of the property herein, property of Boling and property of Hubbell and running thence N10-38E 128.88 feet to a nail and cap in the center of said road; continuing thence up the center of said road N05-09E 242.9 feet to a nail and cap in the center of said road; continuing thence N16-14E 81.50 feet to a nail and cap in the center of said road; continuing thence N43-07E 69 feet to a nail and cap in the center of said road; continuing thence N54-23E 136.40 feet to a nail and cap in the center of said road; continuing thence N38-06E 174.57 feet to a nail and cap in the center of said road; continuing thence N47-30E 125.34 feet to a nail and cap in the center of said road; continuing thence N57-20E 174.0 feet to a nail and cap in the center of said road; continuing thence N64-21E 112.25 feet to a nail and cap in the center of said road; continuing thence N74-37E 142.75 feet to a nail and cap in the center of said road; continuing thence N49-07E 62.53 feet to a nail and cap in the center of said road, which nail and cap is 119.0 feet from a tie line; running thence along the joint line of the property herein and property of James C. White S07-10W 1233.0 feet to a concrete monument at the joint corner of the property herein, property of James C. White and property of Boling; running thence along the joint line of the property herein and property of Boling S86-31W 329.86 feet to an old iron pin at property of Boling; continuing thence along a joint line of the property herein and property of Boling N06-56E 206.34 feet to an old iron pin; continuing thence along the property herein and property of Boling S80-06W 441.66 feet to a nail and cap in the center of Smith Hines Road, the point of BEGINNING."

The above is that same property conveyed to the Mortgagor herein by Deed of Mrs. Florence S. Fowler, Trustee for Sudie F. Smith, under the will of, Roy F. Smith, Sr., simultaneously recorded herewith.

Mortgagor shall be free to improve the property and to construct buildings thereon, within the limitation imposed by applicable zoning ordinances, after title is transferred. The mortgagee agrees to subordinate the lien of her mortgage to any reasonable sites within the confines of the within described property, the balance of the 14.5 acres to remain subject to her first lien.

Mortgagee's mailing address is: Rt. 4, Box 252-A

Wilderness Trail
Anderson, S.C. 29624

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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Ch. in full C# 113
10/10/84
Florence S. Fowler, Trustee for Sudie F. Smith
W/ W/ Roy L. Smith, Sr. Witness: Ralph Ellenburg

cancelled
Donnie S. Tankersley
R.M.C.

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