

COUNTY OF

OLLIE FARNSWORTH  
R. H. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Russell A. Ellenburg and Hazel B. Ellenburg

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. Dean Batson

(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 Seven Thousand and no/100

Dollars (\$7,000.00) due and payable

in equal monthly installments of Seventy (\$70.00) Dollars per month for thirty-six (36) months with first payment due on September 15, 1969. The remaining balance to be paid in eighty-four (84) equal installments.

with interest thereon from date at the rate of five 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, his 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, being known and designated as Tract No. 2 on a Plat of the property of C. Francis Haythorn dated January, 1952, and recorded in Plat Book Z, page 89, R.H.C. Office for Greenville County, S. C., and having according to said plat the following courses and distances, to-wit:

BEGINNING at a point, joint corner of Tracts Nos. 1 and 2, and running thence S. 4-01 E. 518.5 feet to an iron pin; thence N. 34-50 E. 101.8 feet to an iron pin on line of Daniels property; thence along Daniels property, N. 1-14 W. 366 feet to a point in road; thence along said road N. 49-03 W. 45 feet to a point; thence N. 54-03 W. 65 feet to the point of beginning.

This being the same property conveyed to the grantor by deed of J. C. Powell, Jr. on March 6, 1957 and recorded in the R.H.C. Office for Greenville County

Together with all and singular rights, members, hereditaments, 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, his 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.