

Mortgage's Address: P. O. Box 1329, Greenville, S. C. 29602

STATE OF SOUTH CAROLINA

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S.C.
PH '80
MORTGAGE OF REAL ESTATE

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COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DARRYL A. ELLBERG AND BEVERLY J. ELLBERG,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK AND TRUST COMPANY,

(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

--Four Thousand Seven Hundred Eighty One & 88/100 --- Dollars (\$ 4,781.88 ---) due and payable in thirty-six (36) equal monthly installments of One Hundred Thirty Two and 83/100 Dollars (\$132.83) each, commencing on the 1st day of September, 1980, and continuing on like day thereafter until paid in full

with interest thereon from date at the rate of 15% --- 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, on the western side of Summit Drive, and being known and designated as Lot No. 1, and the southern one-half of Lot No. 2, according to a plat of the property of Lois M. Wilson, dated May 12, 1947, and recorded in Plat Book T at Page 120, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Summit Drive, 638.2 feet south of the southeastern corner of the property of A. W. Suddeth, and running thence N. 89-30 W. 160 feet to an iron pin; thence N. 1-26 E. 112.5 feet to a stake in the center of the rear line of Lot 2; thence through the center of Lot 2 S. 89-30 E. 160 feet to a stake on the western side of Summit Drive in the center of the front line of said Lot 2; thence along the western side of Summit Drive S. 1-26 W. 112.5 feet to an iron pin at the point of beginning.

LESS, HOWEVER, a strip conveyed to the City of Greenville by deed recorded in Deed Book 482 at Page 273.

This being the same property conveyed to the Mortgagors herein by deed of Janice M. Lollis dated June 17, 1977 and recorded on June 20, 1977 in the RMC Office for Greenville County in Deed Book 1058, at Page 865.

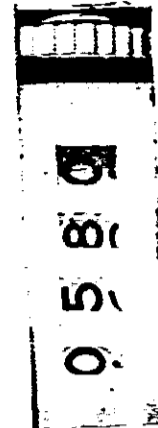
It is agreed and understood that this mortgage is second and junior in lien to that certain mortgage given to Travelers Rest Savings and Loan Association recorded June 20, 1977, in Mortgage Book 1401, at Page 402.

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, 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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