

MORTGAGE OF REAL ESTATE - Presented by EDWARDS & McPHERSON, Attorneys at Law
Greenville, S. C. - Greer, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1190 PAGE 245

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, J. M. MILLER, JR. AND NELL H. MILLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto PEOPLES NATIONAL BANK OF GREENVILLE, SOUTH CAROLINA

(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

Eight Thousand Two Hundred Ninety-five & 84/100th parts (\$8,295.84) due and payable

at the rate of \$98.76 per month, beginning 30 days from date and each month thereafter for 84 months.

with interest thereon from maturity at the rate of 8% 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, Chick Springs Township, about one mile northeast from Chick Springs, lying on the southern side of the Old Chick Springs Road, being bounded on the East by lands of Royie Nodine and Mrs. Nan Spooner and Earle Dill, on the South by other lands of myself, on the West by a community road and lands of Miller and on the North by the said Chick Springs Road and other lands of myself, and being a part of the same land that was conveyed to me by deed from Hardy Wright, November 12th, 1935 and recorded in the office of the R.M.C. for Greenville County in Deed Book 181 at page 488, and having the following courses and distances to wit:

BEGINNING on a point in the center of the said Chick Springs Road, corner of the Nodine and Spooner tract, and runs thence with the line of Nodine Spooner S. 2-47 E. 616.5 feet to an iron pin on the said line; thence S. 75-47 W. 401 feet to a point in the northern edge of the community road (iron pin on the eastern bank of the road); thence with the eastern ditch of the community road N. 36-58 W. 268 feet to a nail and stopper in the center of the Chick Springs Road; thence with the center of the said road N. 57-32 E. 100 feet; thence N. 52-32 E. 100 feet; thence N. 48-42 E. 100 feet; thence N. 45-02 E. 100 feet; thence N. 41-52 E. 100 feet; thence N. 39-21 E. 224 feet to the beginning corner; LESS one acre, more or less conveyed to William E. and Elizabeth C. Hammett by deed recorded in Deed Book 870 at page 573 in the RMC Office for Greenville County, leaving 3.59 acres, more or less.

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.