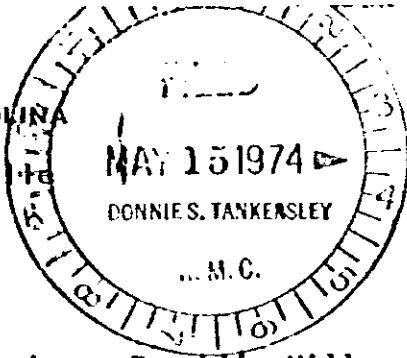


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James Franklin Miller and Julia Durham Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto John Jr. Carruth Jr., Robert M. Inman and S. J. Morrow Jr.

(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 Twenty five thousand ninety two and 24/100 - - - Dollars (\$ 25,092.24) due and payable in 24 monthly payments of one thousand forty five and 51/100 (\$1,045.51) with first payment due and payable on May 20, 1974 and continuing until paid in full.

with interest thereon from date 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, S. C.

All that piece, parcel or lot of land lying, being and situate on the South Side of East Lake Shore Drive about 300 yards south of the Lake Lanier Dam, in Lake Lanier Subdivision, Glassy Mountain Township, Greenville County, South Carolina and more particularly described as follows:

Beginning at an iron pin on the South Side of East Lake Shore Drive approximately 300 yards south of Lake Lanier Dam, and running along East Lake Shore Drive, S. 59 E. 20 ft. to an iron pin; thence S. 35 W 7 feet to an iron pin; thence N. 56 W. 20 Feet to an iron pin, thence N. 35 E. 6 ft. to an iron pin, being the point of beginning.

For a more particular description, reference is hereby made to survey for Lanier Realty Company, by J. Q. Bruce, Registered Surveyor, dated April 13, 1953 entitled "Proposed conveyance to L. D. Hutcherson".

This is the same property conveyed to J. F. Miller by deed of Rosco L. Powers dated September 18, 1969, said deed recorded simultaneously with this mortgage in office of R. M. C. 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, 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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