



BOOK 1327 PAGE 144

REAL ESTATE MORTGAGE

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Boyd D. Miller Sr. & Dorothea Miller, hereinafter called Mortgagor, in and by our certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of Two thousand five hundred three and 29/100 Dollars (\$ 2503.29), with interest thereon payable in advance from date hereof at the rate of 11.75 % per annum; the principal of said note together with interest being due and payable in (36) ~~xxxxxx~~ Number

thirty-six monthly installments as follows:

[Monthly, Quarterly, Semi-annual or Annual]

Beginning on November 31, 1974, and on the same day of each successive period thereafter, the sum of eighty-five and 55/100----- Dollars (\$ 88.55)

and the balance of said principal sum due and payable on the ----- day of -----, 19-----.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of 11.75% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

All that lot of land in the County of Greenville, State of South Carolina near Greenville, S.C., known as lot 116 of the Ben F. Perry Property, in Sans Souci Heights, recorded in plat bood Z at page 95, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Lenore Avenue at the corner of lot 117, which iron pin is situate 88.6 feet northeast of the intersection of Earnshaw Avenue, and running thence along the line of lot 117, N 39-10 W, 142 feet to an iron pin; thence N 61 E, 80 feet to an iron pin; thence S 39-10 E, 140 feet to an iron pin on the northern side of said Avenue; thence S 58-50 W, 88.6 feet to the point of beginning and being the same property conveyed to George Ansel Mullinnix, Jr. by Paul E. Bishop and Sarah I. Bishop by Deed dated the 25th day of January, 1962, and recorded in Bood 691, Page 206, R.M.C. Office for Greenville County.

