

MORTGAGE OF REAL ESTATE Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
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TANNERSLEY
H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES T. MILLER, IV and PATRICIA R. MILLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Band & 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 Thirty Thousand and No/100-----

----- Dollars (\$ 30,000.00) due and payable
90 days from date.

with interest thereon from date at the rate of 12% per centum per annum, ~~not~~ discounted.

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, City of Greenville, being known and designated as Lot 116 on a plat of property entitled "Estate of D. T. Smith", of record in the RMC Office for Greenville County, S.C. in Plat Book H, Page 279, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of East Tallulah Drive, joint front corner of Lots 115 and 116; thence with the joint line of said Lots, N. 25-20 W. 244.2 feet to an iron pin in the line of Lot 113; thence N. 64-40 E. 5 feet to an iron pin; thence N. 65-26 E. 95 feet to an iron pin at the joint rear corner of Lots 116 and 117; thence with the joint line of said Lots, S 25-20 E. 242.8 feet to an iron pin on the northwestern side of East Tallulah Drive; thence with the northwestern side of East Tallulah Drive, S. 64-40 W. 100 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of Sherra M. Duke (now Sherra M. Foy) of even date, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage given to South Carolina Federal Savings & Loan Association in the amount of \$48,000.00, recorded in the RMC Office for Greenville, S.C. on August 10, 1978 in Mortgage Book 1440, Page 872, and assumed by the mortgagors herein on July 31, 1979 with the current balance due on said mortgage in the amount of \$47,784.65.

ALSO:

ALL that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the northwestern side of Sir Abbott and being known and designated as Lot No. 95, Serwood Forest, plat of which is recorded in the RMC Office, Greenville County, S.C. in Plat Book GG, Pages 70 & 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Sir Abbott at the joint front corner of Lots Nos. 93 & 95 and running thence with the line of Lot 93, N. 22-17 W. 199.3 feet to an iron pin; thence S. 60-01 W. 92 ft. to an iron pin, joint rear corner of Lots 94 & 95; thence with line of Lot 94, S. 27-14 E. 187.3 ft. to an iron pin on the northwestern side of Sir Abbott; thence with the northwestern side of Sir Abbot, N. 67-58 E. 75 ft. to the point of beginning. BEING the same property conveyed to the mortgagors herein by deed of Robert J. Hinson, dated June 28, 1974, recorded July 9, 1974 in Deed Book 1002, Page 589.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association in the amount of \$22,050.00, recorded in the RMC Office for Greenville County, S.C. on July 9, 1974 in Mortgage Book 1316 at Page 142.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY STAMP
\$ 12.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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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