

3-C Briarcreek Place, Briarcreek Condos, Greenville, S.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1492 PAGE 14

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEC 26 3 43 PM '79

DONNIE TANKERSLEY

WHEREAS, WE, BILLY CRAY UPTON AND BRENDA M. UPTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto SARAH M. MILLER

(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-One Thousand and No/100----- Dollars \$ 31,000.00 due and payable  
in equal monthly installments of Three Hundred Nineteen and 98/100  
(\$319.98) Dollars each commencing on the first day of March, 1980, with  
a like sum being due and payable on the first of each month thereafter  
until paid in full.

with interest thereon from date at the rate of 11% 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, as follows, to-wit:

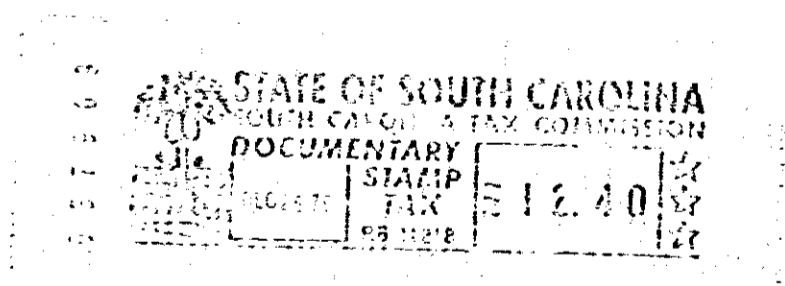
ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, Bates Township, being shown on plat of the property of Chester H. Miller, prepared by Campbell & Clarkson, Surveyors, dated September 25, 1970, reference to which plat is hereby craved for a more complete and accurate description thereof.

This is the identical lot of land conveyed the Mortgagors herein by Sarah M. Miller by deed recorded herewith.

ALSO: ALL of that lot of land in the County of Greenville, State of South Carolina, containing 6.81 acres, more or less, and being a portion of the property shown on Plat of Ola Batson recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book FF, at Page 227, reference to which plat is hereby craved for a more complete and accurate description thereof.

This is the identical lot of land conveyed the Mortgagors herein by Sarah M. Miller by deed recorded herewith.

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Together with all and singular rights, members, herditaments, 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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