

DEC 30 3 31 PM '82  
BOOK 1590 PAGE 582  
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GREENVILLE  
FILED  
FEB 16 4 40 PM '83  
SOUTH CAROLINA  
REC'D  
RMC  
ADD  
THE DATE OF THE NOTE

THIS MORTGAGE IS BEING RE-RECORDED TO CHANGE DATE OF MORTGAGE NOTE  
THIS MORTGAGE IS BEING RE-RECORDED TO ADD THE DATE OF THE NOTE

THIS MORTGAGE is made this 30th day of December 1982 between the Mortgagor, Stanley V. Miller and Janet M. Miller (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One hundred seven thousand and 66/100 (107,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2013.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot 549 on plat of Sugar Creek, May 4, Section 2, recorded in the RMC Office for Greenville County in Plat Book 7Y at Page 85, and having, according to a more recent survey prepared by Freeland and Associates, dated December 29, 1982, entitled "Property of Stanley V. Miller", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of Cherrywood Trail, joint corner of Lots 549 and 550 and running thence along the common line of said lots, N. 28-30 W. 170.60 feet to an iron pin at the joint rear corner of said lot; thence along the rear of lot 549 N. 33-04-33 E. 46.56 feet to an iron pin at the joint rear corner of lots 548 and 549; thence along the common line of said lots, S. 59-59-02 E. 176.84 feet to an iron pin on the Northwestern side of Cherrywood Trail; thence along the Northwestern side of Cherrywood Trail, S. 30-00-58 W. 15.56 feet to an iron pin; thence continuing along the Northwestern side of Cherrywood Trail, S. 45-45-29 W. 124.71 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Couthran & Darby Builders, Inc., dated December 30, 1982 and recorded simultaneously herewith.

2 MY1083 377

5.00  
5.00CT

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP  
DEC 30 82 TAX \$ 42.80  
RB 11219

which has the address of Lot 549 Cherrywood Trail Greer (City)  
South Carolina 29651 (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.