MORTGAGE OF REAL ESTATE

State of South Carolina 39 4 83

COUNTY OF GREENVILLE MAN 15

CITIZENS B. & L. ASSOCIATION P. O. BOX 388, 117 TRADE ST. GREER, S. C. 29651

To All Illion Chese Presents Alay Concern:

We, Michael W. Miller and James Leon Fayonsky

SEND GREETING:

WHEREAS, we the said Michael W. Miller and James Leon Fayonsky in and by Our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the Certizens Building and Loan Association, Greer, S. C., in the full and just sum of

Forty thousand and no/100------(\$ 40,000.00----) Dollars, with interest from the date hereof at the rate of thirteen is per cent (13½ %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of

due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said Michael W. Miller and James Leon Fayonsky in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said Critzens Building and Loan Association, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor_s in hand well and truly paid by the said mortgagor, at and before the scaling and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, self and release unto the said Critzens Building and Loan Association, Greer, S. C., its successors and assigns:

That certain lot, pancel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina. County of Greenville, being known and designated as Lot No. 2 in Block 13 on a plat of Boyce Addition to Greenville made by J.I. Lawrence, dated January 22, 1903, and recorded in the R.H.C. Office for Greenville County, S.C. in Plat Book A, at Page 179, and having, according to siad plat, the following metes and bounds, to-wit:

BEGINALYS at an iron pin on the southern side of Whitsett Street on the joint corner of Lots Nos. 1 and 2, and running thence S. 15 E. 126 feet and 1 inch to an iron pin on the corner of Lots Nos. 2 and 3; thence N. 15 W. 126 feet and 1 inch to an iron pin on Whitsett Street; thence along said Whitsett Street, S. 76-45 W. 66 feet and 8 inches to the beginning corner.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinance, casements, and rights-of-way, if any, affecting the above described property.

This conveyance is made expressly subject to the mortgages presently held by the 1001 Property Management Co., (A South Carolina General Partnership) covering the above described property, and Michael W. Miller and James Leon Fayonsky assumes liability for the Mortgages to Ruth Young Wilson, as Attorney in Fact for Ruth Gault Young, dated February 1, 1932, and the Palmetto Bank, Jated February 4, 1932, covering the above described property.

This is the same property conveyed to 1001 Property Management Co., (A South Carolina General Partnership) by deed of Ruth Gault Young, by her Attorney-in-fact, Ruth Young Wilson, dated February 1, 1982 and recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1161, at Page 838, on February 2, 1982.

This is the same conveyed to us by 1001 Property Management Co. by deed dated November 29, 1933, recorded December 3, 1932 in Deed Book 1173, Page 383 in the R.M.C. Office for Greenville County.

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