

REAL ESTATE MORTGAGE

State of South Carolina,

BOOK 1339 PAGE 958

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said James W. Miller & Lottie B. 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 Three thousand five and 24/100 Dollars (\$3,005.24), 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 (48) forty-eight

monthly installments as follows:  
(Monthly, Quarterly, Semi-annual or Annual)

Beginning on the last day of June, 1975, and on the same day of each successive period thereafter, the sum of eighty two and 24/100 Dollars (\$82.24) 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      % 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 certain piece, parcel or lot of land lying and being in Austin Township, Greenville County, State of South Carolina, located at the intersection of the Log Shoals Rd. and Fairlane Drive, being shown and designated as Lot No. 113 on the plat of property of William J. Greer, and being more fully described according to a plat made by C. F. Webb in February, 1960 as follows:

Beginning at an iron pin in the intersection of Log Shoals Rd. and Fairlane Drive, and running thence along Fairlane Drive, N. 45-30 W. 187 feet to an iron pin on corner of Lot No. 114; thence along the line of Lot No. 114, S. 44-30 W. 173.8 feet to an iron pin on county road; thence along said road, S. 43-30 E. 58 feet to an iron pin; thence continuing along said road S. 68-30 E. 148 feet to an iron pin on Log Shoals Rd.; thence along Log Shoals Road, N. 41-00 E. 118.6 feet to the beginning corner; being the same property conveyed to the grantor by Milton Trotter on June 24, 1960, deed recorded in Vol. 653, page 215.

This lot is subject to a five foot drainage easement along the joint line of Lots 113 and 114.



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