

Nov 5 12 08 PM '76

BOOK 1382 PAGE 297

STATE OF SOUTH CAROLINA
COUNTY OF

DONNIE S. TANKERSLEY } MORTGAGE OF REAL ESTATE
R.H.C. }
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. GRADY MILLER, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

November 1, 1976

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of ~~XXXXXX~~ the terms of which are incorporated herein by reference, in the sum of

-----SIXTY THOUSAND AND NO /100-----Dollars (\$ 60,000.00) due and payable
or so much thereof as shall have been advanced by the Bank to the undersigned and shall then be outstanding and unpaid, payable as follows: Monthly installments of Nine hundred Sixty-Five Dollars and Thirty-Six Cents (\$965.36) to be applied first to interest at the rate of Nine (9%) per cent per annum, and then to the payment of principal until paid in full; payments to begin December 1, 1976.

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, on the eastern side of Southland Avenue, being known and designated as Lot No. 3 on plat of property of E.D. Sloan, prepared by Dalton & Neves June 1955, revised March 1958, said revised plat recorded in the Office of the R.M.C. for Greenville County in Plat Book KK, Page 137, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Southland Avenue at the joint front corner of Lots 2 and 3 and running thence along the joint line of said Lots, N. 63-50 E. 200 feet to an iron pin in the rear line of Lot No. 10; thence turning and running along the rear line of said Lot, S. 26-10 E. 37.2 feet to an iron pin; thence along a small portion of the rear line of Lot 10 and the rear line of Lot 9, S. 13-36 E. 90.3 feet to an iron pin; joint rear corner of Lots 8, 9 4 and 3; thence turning and running along the joint line of Lots 3 and 4, S. 63-46 W. 181 feet to an iron pin on the eastern side of Southland Avenue; thence along the eastern side of Southland Avenue, N. 26-10 W. 125.4 feet to the point of BEGINNING.

This mortgage is junior in lien to the mortgage on the property described herein, with First Federal Savings & Loan, Greenville, S.C., as Mortgagee, said mortgage being recorded in the R.M.C. Office Greenville County, Mortgage Book 1283, page 58.

This is the same property conveyed to the Mortgagor herein by deed of E. D. Sloan dated April 28, 1958, and recorded in the R.M.C. Office for Greenville County in Deed Book 598 at page 309.

SOUTH CAROLINA
NOTARY TAX COMMISSION
NOTARY
STAMP
TAX
25.11218
24.00

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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