

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

----EARL B. MILLS AND FARRELL L. MILLS-----

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of -- Seven Hundred,

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW. KNOW ALL MEN. That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (53.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 14.64 acres, more or less, as shown on plat entitled "Tract Surveyed at the Request of Marvin Mills", dated October 15, 1976, prepared by Montgomery Surveying Associates, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5X at Page 48 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center line of a private road at the intersection of said private road with League Drive, said iron pin being approximately one-half mile, more or less, from Jonesville Road and running thence along League Drive, S. 55-22 E. 222.76 feet to an iron pin; thence S. 48-28 E., 153.21 feet to an iron pin; thence S. 40-49 E., 76.2 feet to an iron pin; thence S. 32-41 E. 99.11 feet to an iron pin; thence S. 30-16 E., 24.55 feet to a point in or near Horse Pen Creek; thence, with the creek as the line S. 68-01 E. 621.09 feet to an old iron pin; thence N. 16-46 W. 442.9 feet to an old angle iron at the corner of the within tract and other property of Marvin A. Mills; thence N. 38-05 W. 753.38 feet to an iron pin in the center of a private road; thence with the center of said private road which is the boundary line, S. 2-57 E. 56.69 feet, S. 00-18 E. 72.62 feet; S. 10-01 W. 72.7 feet, S. 19-22 W. 87.3 feet, S. 33-25 W. 76.05 feet, S. 61-42 W. 110.0 feet and S. 25-33 W. 509.99 feet to an iron pin at the intersection of the private road with League Drive, the point and place of beginning.

This is the same property conveyed to the mortgagors herein by deed of Marvin A. Mills, dated December 29, 1976, recorded in the RMC Office for Greenville County, South Carolina in Deed Book $\underline{1048}$ at Page $\underline{669}$, on December 29 , 1976.

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