

HORTON, DRAWDY, DILLARD, MANCHAK, EDWARDS & BROWN, P.A., 207 PETTIGRU STREET, GREENVILLE, S. C. 29603
 STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.

COUNTY OF GREENVILLE No. 10 3 17 PH '71 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
 R. M. C.

WHEREAS,

JAMES D. MILLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JAMES EDWIN ACKER

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty Thousand Thousand and No/100-----

Dollars (\$ 32,000.00) due and payable

in semi-annual installments in the sum of \$1333.34 each, commencing on May 10, 1972, plus interest to be computed and paid semi-annually from date, commencing on May 10, 1972, at the rate of 8% per annum, to be paid in addition to the principal installments aforesaid,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: semi-annually.

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 those certain pieces, parcels or lots of land together with buildings and improvements thereon, situate, lying and being in the City and County of Greenville, State of South Carolina, on the Southern side of East North Street (access ramp to Laurens Road) and being shown as Lots 6 and 7 and a part of Lot 5 on plat recorded in the RMC Office for Greenville County, S. C., in Plat Book A, page 179, a portion of said property being shown on a revision of Lots on plat recorded in the RMC Office for Greenville County in Plat Book Q, page 131, and having according to a more recent survey of the property of James D. Miller prepared by Campbell & Clarkson Surveyors, Inc., recorded in said RMC Office in Plat Book 4L, page 125, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of East North Street at a point 156 feet from its intersection with Pettigru Street, thence S. 12-08 E., 152 feet to an iron pin on the Northern side of a 10-foot alley; thence with said 10 foot alley, S. 81-26 W., 175 feet to an iron pin; thence continuing with the Northern side of said 10 foot alley, S. 78-00 W., 7.8 feet to an iron pin at the corner of property now or formerly owned by the Mortgagee herein, N. 11-56 W., 127.3 feet to an iron pin on the Southern side of East North Street; thence with the Southern side of East North Street, N. 73-32 E., 182.5 feet to an iron pin at the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.