

JAN 10 1 22 PM 1962

STATE OF SOUTH CAROLINA,

County of Greenville

OLLIE F. ARCHBURN
R. M. C.

To all Whom These Presents May Concern:

WHEREAS we, Harrison W. Miller and Ophelia H. Miller, of Greenville County, are well and truly indebted to Noah G. Franks in the full and just

sum of Two Thousand, Four Hundred Ninety-Five and No/100 - (\$ 2,495.00) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: in monthly installments of \$35.00 each, beginning on the 9th day of February, 1962 and continuing on the 9th day of each and every succeeding month thereafter until and including the 9th day of December, 1962, a single installment of \$500.00 on the 9th day of January, 1963, then in monthly installments of \$35.00 each, beginning on the 9th day of February, 1963 and continuing on the 9th day of each and every succeeding month thereafter until paid in full; said payments to be applied first to interest, then to the principal balance remaining due from month to month, with the privilege of anticipating payment of the entire principal debt, or any part thereof, at any time

prior to maturity with interest from date at the rate of 6-1/2 per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Harrison W. Miller and Ophelia H. Miller in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid 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 Noah G. Franks, his heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, on the west side of Fourth Avenue in Judson Mills No. 1 Village, being known and designated as Lot No. 29 as shown on plat of Section 1 of Judson Mills Village made by Dalton & Neves, Engineers, August 1939, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book K, at Pages 11 and 12 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pipe on the west side of Fourth Avenue 143 feet north of the northwest corner of the intersection of Fourth Avenue and Heatherly Drive and running thence with Fourth Avenue, N. 4-30 E. 70 feet to an iron pipe, joint front corner of Lots Nos. 28 and 29; thence with the line of Lot No. 28, N. 85-30 W. 89.7 feet to an iron pipe, joint rear corner of Lots Nos. 49 and 50; thence with the rear line of Lot No. 49, S. 4-30 W. 70 feet to an iron pipe, joint rear corner of Lots Nos. 29, 30, 48 and 49; thence with the line of Lot No. 30, S. 85-30 E. 89.7 feet to the beginning corner; being the same conveyed to us by Noah G. Franks by deed of even date, to be recorded herewith.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Noah G. Franks, his

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Bound in... this the