

JAN 16 1964

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Herman Busch Miller and Evelyn B. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Michael Allen Mortgage Service Co.

(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 Two Thousand Seven Hundred and no/100

Dollars (\$ 2,700.00 ) due and payable in sixty (60) equal monthly installments of Fifty-Two and 20/100 (\$52.20) Dollars each, beginning on the 20th day of February, 1964, and on the 20th day of each and every month thereafter until paid in full, which amount includes interest and costs, maturity with interest thereon from 2/20 at the rate of six (6%) per centum per annum, to be paid: 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:

~~That the Mortgagor hereby covenants and warrants that the premises hereinafter described are his own, lawful and separate property, free from all liens, claims, taxes, assessments, mortgages, judgments, encumbrances, and other claims of every kind, and that he has the right to sell, convey and 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.~~

1. All that piece, parcel, or lot of land, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, on the east side of Murrell Road, shown as a portion of Tract No. 10 on plat of property of Greenville Realty & Investment Company, Inc., recorded in the R. M. C. Office for Greenville County in Plat Book G, Page 11, and being shown as Lot No. 7 of property of J. F. Murrell on plat by J. L. Hunter, dated June 1951, and being more particularly described on plat of property of Herman Busch Miller, prepared by J. C. Hill, August 2, 1958, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Murrell Road, at the front corner of Lot No. 6 and running thence with the eastern side of Murrell Road, N 14-15 W 72 feet to an iron pin at the corner of Lot No. 8; thence with the line of said lot, N 89-15 E 135.4 feet to an iron pin; thence S 0-45 E 75 feet to an iron pin at the rear corner of Lot No. 6; thence with the line of said lot, S 89-15 W 118.6 feet to the point of beginning.

This mortgage is junior in rank to the mortgage executed by the Mortgagor to Sumner G. Whittier, as Administrator of Veterans Affairs, recorded in said R. M. C. Office in Mortgage Book 757, Page 521.

2. All that piece, parcel, or lot of land, situate, lying, and being in Gantt Township, Greenville County, South Carolina, and being known and designated as Lot No. 8 on plat of property of J. F. Murrell, made by J. L. Hunter, Surveyor, June 1951, and according to said plat having the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of Murrell Road, joint front corner of Lots Nos. 7 and 8, and running thence with Murrell Road, N 16-19 W 72.7 feet to an iron pin; thence N 89-15 E 154.9 feet to an iron pin; thence S 0-45 E 70 feet to an iron pin, joint rear corner of Lots Nos. 7 and 8; thence with the line of said lots, S 89-15 W 135.4 feet to 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.

*Michael Allen Mortgage Service Co. County of Greenville*  
*The debt secured by this mortgage having been paid in full, we hereby declare the said mortgage fully satisfied and the same forever discharged.*  
*Jan 20, 1964*  
*Rep: Dan G. Mayerson*  
*Wit: Dan G. Mayerson*  
*B. Hanburg*  
*James W. Ferguson*  
*91*  
*20573*