MORTGAGE OF REAL ESTATE Offices of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

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3 03 PM 1966 STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE OLLIE FAMILSWORTH

TO ALL WHOM THESE PRESENTS MAY CONCERN:

R. M.C.

WHEREAS,

GARY E. MILLER

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

MORRIS F. SMITH

(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 Three Thousand Five Hundred and no/100 -----

Dollars (\$ 3,500.00) due and payable

at the rate of Forty Six and no/100 (\$46.00) Dollars per month until paid in full. beginning thirty (30) days from date, payments to apply first to interest and then to principal.

with interest thereon from date at the rate of 6%

per centum per annum, to be paid

Monthly.

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, being shown as Lot 2 on plat of property of Morris F. Smith, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "KK", Page 137, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Brushy Creek Road at the joint front corner of lots 2 and 3 and running thence with the line of said lots, N. 43 W., 148.8 feet; thence N. 47-28 E., 100 feet; thence S. 34-35 E., 142.6 feet to an iron pin on Brushy Creek Road; thence with Brushy Creek Road, S. 47 W., 79.2 feet to the point of beginning.

Together with all and singular rights, members, herditaments, 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.

> OR SATISFACTION TO THIS MORTGAGE SEE PAGE /10 SATISFACTION BOOK 9

> > SATISFIED AND CANCELLED OF RECORD Etzaleek Hadle 1972 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 10:49 O'CLOCK A M NO. 3145