BOOK 1088 PAGE 285

MORTGAGE OF REAL ESTATE-Offices of Leather All, Zalker Total Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CLUE I A MORTGIAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

KENNETH M. MILLER AND NORMA J. MILLER

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

ALBERT Q. TAYLOR, JR., TRUSTEE OF THAT CERTAIN TRUST AGREEMENT

DATED JULY 22, 1965, AND RECORDED IN DEED BOOK 778 at PAGE 167.

(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

in monthly instalments of \$80.00 each, principal and interest, beginning May 1, 1968, and on the first day of each month thereafter until paid in full, with interest thereon at 7% per annum, payments to be applied first to interest and then to principal, with unpaid interest to bear interest at the rate of 7% per annum.

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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, in Grove Township, situate, lying and being on the northwest side of Sandy Springs Road, being shown and designated as the most northwestern 17.8-acre tract on a plat of property entitled "Property of Jack K. Taylor" Greenville County, S.C., dated 14 June, 1965, by Carolina Engineering & Surveying Co., recorded in the R.M.C. Office for Greenville County in Plat Book BBB at Page 113, and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the center of Sandy Springs Road, joint front corner of said tract and a 17-acre tract and running thence S. 59-53 W. 1556.6 feet to a point; thence N. 38-49 W. 627.6 feet to an old stone; thence N. 69-47 E. 1410 feet to a point in said road; thence S. 21-0 E. 20.5 feet; thence S. 57-24 E. 109.9 feet and 304.4 feet to the point of beginning, and having, according to said plat 17.8 acres more or less;

ALSO all that certain piece, parcel or tract of land located in the state and county aforesaid, situate, lying and being on the northwest side of Sandy Springs Road, being shown and designated as the northernmost 8.9 acre tract on a plat of property entitled "Survey for Jack K. Taylor" near Greenville, S.C., dated 7 Mar. 1967, by Carolina Engineering & Surveying Co., recorded in the R.M.C. Office for Greenville County in Plat Book QQQ at Page 63, and having, according to said survey, the following metes and bounds:

BEGINNING at a point in the center of Sandy Springs Road at the joint front corner of said tract and a 17.8-acre tract (said 17.8-acre tract being the same as described above) and running thence along the center of said road S. 55-01 E. a total of 217.2 feet to a point; thence S. 56-55 W. 1612.4 feet to a point; thence N. 38-49 W. 282.5 feet to a point; thence along line of said 17.8-acre tract N. 59-53 E. 1556.6 feet to the point of beginning, and having, according to said plat, 8.9 acres.

The two adjoining tracts above have, according to said plats, a total of 26.7 acres, more or less.

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

Paid in full and satisfied this 10th day of August 1970. Albert Q. Taylor J.D. Trustee Witness Patricia R. Dowling

SATISFIED AND CANCELLED OF RECORD

DAY OF 19 70

R. M. C. FOR GRELNVILLE COUNTY, S. C.

AT 2:35 O'CLOCK 2:5 M. NO. 38 0.