

FILED
 GREENVILLE CO. S. C. BOOK 1157 PAGE 591
 HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603
 STATE OF SOUTH CAROLINA } JUN 12 3 57 PM '70
 COUNTY OF GREENVILLE } MORTGAGE OF REAL ESTATE
 OLLIE FARNSWORTH
 R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, We, N. Franklin Garrett and Thelma F. Garrett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles M. Miller and Lena D. Miller

(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 Nine Hundred and No/100----- Dollars (\$ 900.00) due and payable

in monthly installments of \$40.30 each with the first payment being due and payable on the 1st day of June, 1970 and payments of \$40.30 continuing each month thereafter until paid in full.

with interest thereon from date at the rate of _____ per centum per annum, to be paid:

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: Charles M. Miller and Lena D. Miller, their heirs and assigns, forever:

ALL that certain piece, parcel and tract of land with all improvements thereon situate, lying and being on the Southeast side of Log Shoals Road in the County of Greenville, State of South Carolina containing 1.76 acres, more or less and having according to a plat of property of Charles A. Miller and Lena D. Miller made by C. O. Riddle, R.L.S. on April 24, 1970, the following description:

BEGINNING at a bolt in the center of Log Shoals Road intersection with a county road and running thence with the County Road S. 54-59 E. 385 feet to an iron pin in the said county road corner with property now or formerly of George B. Rouse; thence S. 40-11 W. 363.2 feet to an iron pin corner with property now or formerly of Bernard Gerald Eidson; thence N. 13-40 W. 350.7 feet to a power pole; thence N. 0-46 E. 157.5 feet to the point and place of beginning.

This being the same property conveyed to the Mortgagors by deed of the mortgagees of even date to be recorded herewith.

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.