

Rt. 12 Altamont Rd,

Harry C, Walker, 201 F. North St. Greenville

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C.

BOOK 1490 PAGE 232

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Dec } 4 44 PM '79
DONNIE S. WALKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jack J. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto V. St. C. Allen and Helen M. Allen

(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 (\$3,500.00) Dollars (\$) due and payable to be paid according to the terms contained in a promissory note executed herewith.

with interest thereon from 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:

"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, on the E/S of the South Saluda River, being a portion of the property of Dessie M. Ellison made by C.F. Webb, Surveyor, dated November 19, 1959, and recorded in the R.M.C. Office for Greenville County in Plat Book RR at Page 13 and being more Particularly shown and described on a survey and plat of property of Jack J. Miller made by Carolina Survey Co. dated November 19, 1979, and a survey and plat of the property of V. St. C. Allen made by Webb Surveying and Mapping Co. dated June, 1978, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin the center of a dirt road, joint front corner of property of the Grantor and property of Sidney T. Cobert and running thence along the center of said road S 52-18 W, 126.1 feet to an iron pin; thence continuing along the center of said road S 64-06 W, 286.7 feet to an iron pin; thence N 16-36 W, 52.8 feet to an old nail; thence N 77-49 W, 516.94 feet; thence N 54-15 W, 186.82 feet; thence N 70-38 W, 169.74 feet to a nail; thence N 72-20 W, 221.18 feet to an iron pin; thence along the line of Saluda River N 80-29 E, 79.9 feet to an iron pin; thence S 81-15 E, 182.7 feet to an iron pin; thence S 84-46 E, 409.5 feet to a nail; thence S 79-13 E 569.9 feet to a nail; thence S 79-43 E, 176.4 to an iron pin in the center of a dirt road, the beginning point and containing 4.71 acres, more or less.

ALSO the following described tract beginning at an iron pin in the center of a dirt road, joint corner of above described tract and running thence along the center of said road S 60-59 W, 107.8 feet to a nail; thence continuing along said road N 85- 32 W, 61.29 feet to a nail; thence continuing with said road N 72-53 W, 135.79 feet to a nail; thence continuing along said road S 59-19 W, 138.48 feet to an iron pin; thence N 56-59 W, 227.10 feet to a nail; thence N 55-40 W, 248.03 feet to a nail; thence N 55-45 W, 151.47 feet to a nail; thence N 54-45 W, 193.91 feet to an iron pin; thence along the line of Saluda River N 76-ww E, 41.31 feet to an iron pin; thence S 72-20 E, 221.18 feet to a nail thence S 70-38 E, 169.74 feet to a nail; thence S 54-15 E, 186.82 feet to a nail; thence S 77-49 E, 516.97 feet to a nail; thence S 16-36 E, 52.80 feet to an iron pin in the center of a dirt road, the beginning corner and containing 3.2 acres, more or less.

Being the same property conveyed to the Mortgagor by the Mortgagee by Deed dated November 30, 1979, and recorded herewith in the R.M.C. Office for Greenville County in Deed Book 1116 at Page 761

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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.

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