COUNTY OF GREENVILLE SHE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE SHE COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE OUR 1533 PAGE 998

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. Roger D. Miller and Helen K. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Dempsey Real Estate Co., Inc.

(hereinaster 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

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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 scaling 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 those pieces, parcel or lots of land with all buildings and improvements thereon, situate, lying and being on the northwestern side of Appaloosa Drive in Greenville County, South Carolina being known and designated as lots nos. 33, 34, 35 and 36 as shown on a plat entitled MUSTANG VILLAGE made by Dalton & Neves dated June, 1967, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book TTT at Page 1, reference to said plat is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to Roger D. Miller and Helen K. Miller by deed of Dempsey Real Estate Co., Inc. to be recorded herewith.

This mortgage is a purchase money mortgage given to secure a portion of the purchase price due the mortgagee by the mortgagors on the sale of the above described property by the mortgagee to the mortgagors.

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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

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(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.