

Rt. 10 Miller Rd.
Greenville, S.C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:
JUN 11 11 53 AM '81

WHEREAS, VENTURE III ASSOCIATES, GREENVILLE, S.C. JAMES W. WATERSLEY, JR. M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. KATHRYN 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 -----

FIFTY-FIVE THOUSAND AND NO/100THS-----Dollars (\$55,000.00-----) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from DATE at the rate of TEN (10%) 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 and designated as Tract No. 3 on plat of Estate of Mary Pack Miller, prepared by C. O. Riddle, RLS, dated July 1966, and revised August 29, 1969, and having according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on a drive off S. C. Highway 146 at the joint corner of Lots 1 and 3 and running thence S. 21-24 E. 418.9 feet to an iron pin; thence S. 53-05 W. 266.5 feet to an iron pin; thence S. 53-05 W. 50 feet to an iron pin; thence N. 78-57 W. 228 feet to an iron pin, the rear corner of Lots 3 and 4; thence N. 11-42 E. 90.85 feet to an iron pin; thence N. 11-42 E. 125 feet to a cm; thence N. 36-27 E. 468.5 feet to an iron pin; thence S. 77-30 E. 172 feet to an iron pin; thence S. 84-10 E. 139.8 feet to an iron pin on a drive off S. C. Highway 146, the point of beginning.

THE Mortgagee hereby agrees to release any lots from this Mortgage upon payment to her of FIFTY (50¢) CENTS per square foot for each square foot to be released. In addition, the Mortgagee agrees to release any and all public streets dedicated to the County of Greenville without compensation after said streets are completed and ready for dedication.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of H. Kathryn Miller dated June 12, 1981, and thereafter filed in the RMC Office for Greenville County on June 18, 1981, in Deed Book 1149 at Page 820.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
22.00
98 11718

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 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.

10049

4328 RV-2