

FILED S.C.
GR
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
2 46 PM '82
ANNERSLEY
DONN
R.M.C.

1503 PAGE 580

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GLENN W. RICHEY, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES T. MILLER, III and KATHERINE T. MILLER
W. Lee St., Thompson, Ga.

(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 One Thousand and no/100ths
Dollars (\$ 1,000.00) due and payable

as set forth by note of mortgagor of even date

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

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 Lot #10, Overbrook Land Company as on plat recorded in the RMC Office for Greenville County in Plat Book E, page 251, and a more recent plat of James T. Miller, III and Katherine Tyre, as prepared by Carolina Surveying Company, dated September 20, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-N, at page 88, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on East North Street and running thence with said Street, N. 41-04 E., 80 feet to an iron pin; thence S. 48-56 E., 197 feet to an iron pin; thence along the rear of the property, S. 41-04 W., 80 feet to an iron pin; thence N. 48-56 W., 197 feet to an iron pin on East North Street, the point of beginning.

THIS is the same property conveyed to the mortgagor herein by deed of the mortgagees, of even date, to be recorded simultaneously herewith.

THIS mortgage is second and junior in lien to that mortgage between the Mortgagor herein named above and Cameron-Brown Company (said mortgage being assumed by mortgagor), as recorded in the RMC Office for Greenville County in Mortgage Book 1482, at page 129, originally recorded on September 26, 1979.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
FEB 15 1982
90.40
TAX

FOR VALUE RECEIVED, James T. Miller, III and Katherine T. Miller, do hereby assign, transfer and set over to Century-21, Bentley & Case Realty, the within mortgage and note executed by Glenn W. Richey, Jr., as recorded in the RMC Office above mentioned, in the amount stated above

Barbara M. Harris
WITNESS

James T. Miller III
Katherine T. Miller
WITNESS

Together with all and singular rights, members, hereditaments, 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.

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