

State of South Carolina

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GREENVILLE CO S.C

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BOOK: 1596 PAGE 491

County of GREENVILLE

DONNIE S. HANBESLEY  
R.M.C

Mortgage of Real Estate



THIS MORTGAGE made this 3rd day of March, 19 83

by JAMES T. MILLER, IV and PATRICIA R. MILLER

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville,  
South Carolina 29602

WITNESSETH:

THAT WHEREAS, James T. Miller, IV and Patricia R. Miller  
is indebted to Mortgagee in the maximum principal sum of ~~Twenty-Five Thousand and~~  
~~no/100~~ Dollars (\$ 25,000.00 ). Which indebtedness is  
evidenced by the Note of James T. Miller, IV and Patricia R. Miller of even  
date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of  
which is February 25, 1984 ~~at the date hereof~~ the terms of said Note and any agreement modifying it  
are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid  
indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the  
same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended,  
Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by  
Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other  
indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all  
indebtedness outstanding at any one time secured hereby not to exceed \$ 25,000.00, plus interest thereon, all  
charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted,  
bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns,  
the following described property:

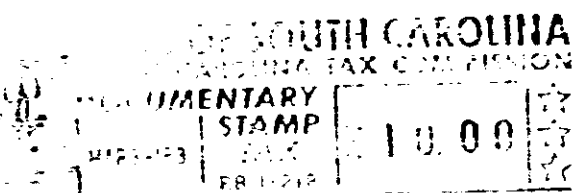
ALL that piece, parcel or lot of land situate, lying and being in the  
State of South Carolina, County of Greenville, City of Greenville, being  
known and designated as Lot 116 on a plat of property entitled "Estate  
of D. T. Smith", of record in the RMC Office for Greenville County, S.  
C. in Plat Book H, Page 279, and having, according to said plat, the  
following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of East Tallulah  
Drive, joint front corner of Lots 115 and 116; thence with the joint  
line of said Lots, N. 25-20 W. 244.2 feet to an iron pin in the line of  
Lot 113; thence N. 64-40 E. 5 feet to an iron pin; thence N. 65-26 E. 95  
feet to an iron pin at the joint rear corner of Lots 116 and 117; thence  
with the joint line of said Lots, S. 25-20 E. 242.8 feet to an iron pin  
on the northwestern side of East Tallulah Drive; thence with the  
northwestern side of East Tallulah Drive, S. 64-40 W. 100 feet to the  
beginning corner.

This being the same property conveyed to the Mortgagors herein by deed  
of Sherra M. Duke (now Sherra M. Foy) dated July 31, 1979 and recorded  
in the R. M. C. Office for Greenville County on July 31, 1979 in Deed  
Volume 1108 at Page 233.

This mortgage is second and junior in lien to that mortgage given to  
South Carolina Federal Savings and Loan Association in the amount of  
\$48,000.00, recorded in the R. M. C. Office for Greenville County  
County, S. C. on August 10, 1978 in Mortgage Book 1440 at Page 872 and  
assumed by the Mortgagors herein on July 31, 1979.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or  
appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the  
same being deemed part of the Property and included in any reference thereto):

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