

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE  
SEP 30 11 56 AM '83  
DONNIE R. J. J.

BOOK 1628 PAGE 629

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert W. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
Sea Gull Properties  
81 Pointe Circle  
Greenville, S.C. 29615

(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

Thirty three thousand three hundred and 00/100 Dollars (\$ 33,300.00 ) due and payable

AS SHOWN ON NOTE

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 in the County of Greenville, State of South Carolina being known and designated as Lot No. 20 of Essex Court Subdivision a plat of which is recorded in the RMC Office for Greenville County in Plat Book W at Page 31, reference to said plat is made for metes and bounds.

This is the same property conveyed to the mortgagor by deed of Sea Gull Properties, recorded of even date.

This mortgage is subject to and subordinate to:

1. Mortgage to Fidelity Federal Savings and Loan in original amount of \$6,500.00 recorded October 22, 1965 in Mortgage Book 1011, Page 468 securing a note in the amount of \$6,500.00. (the "First Mortgage and Note.")
2. Mortgage to H.J. Martin and Joe O. Charping in original amount of \$23,000.00 recorded October 9, 1979 in Mortgage Book 1483 Page 692, securing a note in the amount of \$23,000.00 (the "Second Mortgage and Note").
3. Mortgage to Sea Gull Properties in the original amount of \$5,000.00 recorded September 30, 1983, in Mortgage Book 1628 Page 350, securing a note in the amount of \$5,000.00 (the "Third Mortgage and Note").

The First Mortgage and Note, Second Mortgage and Note, and the Third Mortgage and Note are collectively referred to as the "Senior Mortgages and Notes".

The Mortgagee agrees to pay the holders of the senior Mortgages and Notes, the unpaid principal balance of the Senior Mortgages and Notes, together with all intrest thereon accruing thereunder, as and when required by the terms thereof.

If Mortgagee shall default in making any required payment of principal and/or intrest under any or all of the Senior Mortgages and Notes, Mortgagor shall have the right to advance the funds necessary to cure such default and all funds so advanced by Mortgagor together with intrest thereon at the rate of 8% per annum shall be credited against the next installment(s) of intrest and principal due under the Note.

Mortgagee agrees that if Mortgagee acquires any of the Senior Mortgage and Notes by assignment from the holder thereof (in lieu of satisfaction) upon payment thereof by Mortgagee to the holder, that Mortgagee, upon payment to Mortgagee by Mortgagor of the total indebtedness of the Note, will, at the option of the Mortgagor, execute and deliver to Mortgagor in assignment or satisfaction of such Senior Mortgages together with an assignment or satisfaction of this Mortgage (all taxes and expenses in connection therewith to be paid by Mortgagor).

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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 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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