VOL 1651 PASE 454

and the second

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED GREENVILLE GO. S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mar 9 11 45 AH '84

Mary Bonnelupanapharenster S. Halupa

R.H.C.

thereinafter referred to as Mortgagor) is well and truly indebted unto Anthony A. 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 Twenty-six Thousand Six Hundred Eighty-one and 89/100---_____Dollars (\$ 26,681.89) due and payable

December, 1998, according to a note incorporated herein by reference

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.

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina and being shown on a plat of survey, compiled and redrawn by R. K. Campbell, Engineer, dated February, 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ, Page 41. and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in a dogwood stump 328 feet Northwest of the center of Gap Creek Road at the West joint front corner of this property and property now or formerly of William Johnson, which point is situate on School House Creek where the same crosses the common boundary with the Johnson land and this tract and running thence N. 29-30 E. 196.4 feet to an iron pin by aSweet Gum; thence N. 7-0 E. 377.4 feet to a sweet gum x3; thence N. 29-15 E. 412.5 feet to a stone; thence N. 36-0 W. 686.4 feet to a point; thence N. 35-57 W. 165 feet to a hickory pin and stone; thence S. 46-40 W. 976 feet to a stone and iron pin; thence S. 43-38 E. 378 feet to a point; thence S. 45-0 E. 691.2 feet to an iron pin and dogwood stump at the point of beginning.

THE Grantor further grants unto the grantees, their heirs and assigns forever, the right, privilege and easement to use a road located on a tract fronting ±64 feet feet on Gap Creek Road, for access and egress to the property conveyed herein. It is expressly agreed and understood that this is an easement appurterant, and the Grantor is in no way responsible for the maintenance of said easement. (See Deed Book 1026, Page 881.)

THIS conveyance is subject to all restrictions, roadways, rights-of-way or other matters which may appear by examination of the public record or the premises herein.

THIS being the same property conveyed to the mortgagor herein by deed of Anthony A. Miller which is recorded in the RMC Office for Greenville County in Deed Book 1207, Page 144 on MARCH 9, 1981
THE Mortgagor herein does hereby covenant and represent unto the said Mortgagees, their successors and assigns, that they are fully seized in fee of the property above-described, and that the property is free from all encumbrances except a mortgage to Leonard S. Hendrix et al., recorded in the RMC Office for Greenville County in REM Book 1353, Page day of November, 1975. on the

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 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 heireinabove 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. 400 3

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