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GREENVILLE CO. S. C.
JAN 30 2 46 PM '74
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1300 PAGE 787

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. GRADY MILLER, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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-THOUSAND ----------Dollars ($ 30,000.00) due and payable

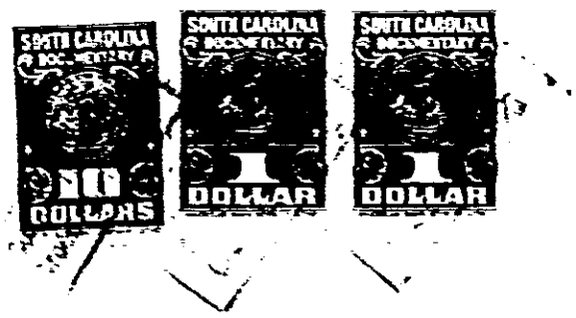
January 30, 1975, with interest thereon from January 30, 1974, at the rate of eight (8%) per centum per annum, with interest to be computed and paid quarterly until principal is paid in full.

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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as the major portion of Lot 40 and a portion of Lot 41, as shown on a plat of Cedar Terrace being recorded in the R.M.C. Office for Greenville County in Plat Book BBB, at Page 137, and said property is also known as Lot 40 according to a more recent plat entitled "Revision of Lots 40 and 41 in Cedar Terrace" dated November 5, 1968, and recorded in the R.M.C. Office for Greenville County in Plat Book ZZZ, at Page 68, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the southeastern side of Pinehurst Drive, joint front corner of Lots 39 and 40 and running thence with the joint line of said lots, S. 80-24 E. 227.6 feet to an iron pin; thence N. 20-37 E. 77.8 feet to an iron pin, joint rear corner of Lots 40 and 41; thence with the joint line of said lots, N. 80-13 W. 245.6 feet to an iron pin on the southeastern side of Pinehurst Drive; thence with said Drive S. 11-57 W. 20 feet to an iron pin; thence continuing with said Drive, S. 9-36 W. 100 feet to the beginning.



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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