

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. C.
PH '81
PERSLEY

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

WHEREAS, We, Kippy D. Miller and Kim S. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sara A. Smith

(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

Nine Thousand ----- Dollars (\$ 9,000.00) due and payable \$200.21 on the first day of JANUARY, 1982, and a like amount on the first day of each and every month thereafter until the entire indebtedness is paid in full; said installments to be applied first in payment of interest and balance to principal

with interest thereon from date at the rate of 12% per centum per annum, to be paid monthly. The mortgagor has the right to repay the entire amount of this mortgage at any time without penalty.

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:

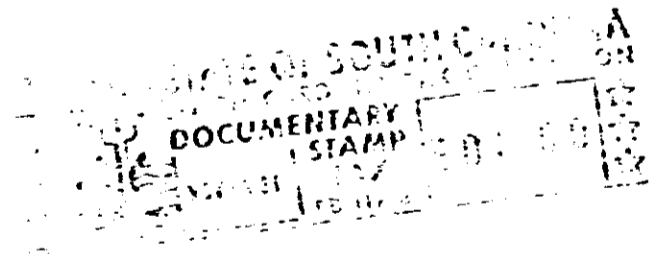
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, 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, on the north side of Ethelridge Avenue, being known and designated as Lot No. 8 of the property of Hext M. Perry, as Trustee, as shown on plat thereof recorded in the RMC Office for Greenville County in plat book B page 33, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Ethelridge Avenue at the corner of Lot No. 7 and running thence along the line of that lot N. 5-35 W. 145 feet to an iron pin in the rear line of Lot No. 7; thence N. 84-28 E. 75 feet to an iron pin in line of Lot No. 9; thence along the line of said lot No. 9, S. 5-35 E. 145 feet to an iron pin at the corner of said lot on the north side of Ethelridge Avenue; thence along the north side of Ethelridge Avenue S. 84-25 W. 75 feet to the beginning corner.

This is the same property conveyed to mortgagors by mortgagee and Pat A. Stapleton by deed dated Oct. 27, 1981 to be recorded herewith.

Mortgagee's address:
52 Norman Way
Salinas, California 93906



400 8 8201B01

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 is is lawfully seized of the premises hereinafore 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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