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GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Officers of WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

BOOK 1279 PAGE 507

REGULATORY NO. 21  
COMPLIANCE WITH  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

EMIL S. TINKERS, F.Y.  
R.M.C.

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

WHEREAS, James D. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frances D. West

(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

Ten Thousand and no/100----- Dollars (\$ 10,000.00 ) due and payable \$121.33 on the first day of June, 1973 and a like amount on the first day of each and every month thereafter until the entire principal sum 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 8% per centum per annum, to be paid: monthly.

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, City of Greenville, Township of Greenville, on the northern side of Whitsett Street, being all of Lot #2 and a part of Lot #3, both in Block 12 of Boyce Addition, as shown on plat recorded in Plat Book "A", at page 179, in the RMC Office for Greenville County, S. C., and, according to the said plat, in part, having the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Whitsett Street, joint front corner of Lots #1 and #2, and running thence with the line of Lot #1, N. 15 W. 126 feet 1 inch to an iron pin on a ten foot alley; thence N. 76-45 E. 71 feet 3 inches along the line of said alley to a point; thence S. 15 E. 126 feet 1 inch to a point on the northern side of Whitsett Street; thence with the northern side of Whitsett Street, S. 76-W. 71 feet 3 inches to the point of beginning, being all of Lot #2 and an adjoining 2 1/2 feet of Lot #3.

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 whatsoever lawfully claiming the same or any part thereof.