

BOOK 1291 PAGE 827

FILED

MORTGAGE OF REAL ESTATE OF CHARLES E. MILLER, JR., J. S. MILLER and J. C. BOWICK
Greenville, S. C. - Greer, S. C.

STATE OF SOUTH CAROLINA SEP 28 4 11 PM '73 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE DONNIE S. TANKERSLEY R.H.C.

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Charles E. Miller, Jr., J. S. Miller and J. C. Bowick
(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER, GREER, S. C.

(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
Twelve Thousand and no/100----- Dollars (\$12,000.00) due and payable
in full 12 months from date,

with interest thereon from date at the rate of 8% per centum per annum, to be paid: semi-annually in advance.

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 piece, parcel or lot of land situate in Chick Springs Township, Greenville County, South Carolina, near the City of Greer, situate on the North side of U. S. Highway 29 and having according to a survey made by H. S. Brockman, Registered Surveyor, dated January 5, 1966, and recorded in the R. M. C. Office for Greenville County in Plat Book MMM, Page 76, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of U. S. Highway 29 at the front corner of this and other property owned by the grantor, and running in a westerly direction with the southern side of U. S. Highway 29, S. 67-45 W. 55.5 feet to an iron pin; thence S. 27-15 W. 252 feet to an iron pin in the line of property now and formerly owned by Miller; thence S. 69-15E. 145.5 feet to an iron pin; thence S. 82-30 E. 61.5 feet to an iron pin; thence N. 27-00 E. 223 feet to an iron pin; thence N. 50-25 W. 167.4 feet to an iron pin on the southern side of U. S. Highway 29, the point of beginning, and containing 1.22 acres, more or less.

LESS a .12 acre tract conveyed to Charles E. Miller, Jr., by deed recorded in Deed Book 985, page / in the R. M. C. Office for Greenville County.

LESS a tract on the S. E. property line described as follows: Beginning at an iron pin, corner of J. A. Bull, Jr., property and running thence at S. 84034 E. 61.3 feet to an iron pin; thence N. 26-10 E. 160.4 feet to an iron pin; thence N. 64-30W. 33 feet to an iron pin; thence S. 33-42 W. 185.6 feet to the beginning corner.

ALSO All that piece, parcel or lot of land situate in Chick Springs Township, Greenville County, State of South Carolina west of the City of Greer, situate on the South side of U. S. Highway 29 and being designated as a .006 acre tract of land on a plat entitled "Land exchanged between Charles E. Miller and T. Dan Owens" prepared by Tri-State Surveyors and dated September 10, 1973 and recorded in Plat Book 5C at Page 72 in the R. M. C. Office for Greenville County.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 who may lawfully claim the same or any part thereof.

4328 RV.2