

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

1417-145

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. GRADY MILLER, JR., AND SHARON H. MILLER,

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

SIXTEEN THOUSAND AND NO/100----- Dollars (\$ 16,000.00) due and payable

1. Four Thousand and No/100 (\$4,000.00) Dollars due on December 1, 1978, and
2. Twelve Thousand and No/100 (\$12,000.00) Dollars due on December 1, 1979,

with interest thereon from date at the rate of Eight (8) per centum per annum, to be paid: annually with each installment of principal.

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, lying and being in the County of Greenville, State of South Carolina, in Paris Mountain Township, on the southeast side of Little Texas Road; being shown on a plat of the property of P. B. Marchbanks prepared by C. F. Webb, dated January 1960, recorded in Plat Book TT at Page 125 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center line of Little Texas Road in line of the property now or formerly owned by Barber and running thence along the line of said Barber property and along the center line of a drive S 57-15 E 435 feet to an iron pin; thence S 51-15 W 210 feet to an iron pin; thence N 57-15 W 435 feet to a point in the center line of Little Texas Road; thence along the center line of said Little Texas Road N 51-15 E 210 feet to the point of beginning.

This being the same property acquired by the Mortgagor by Deed of Eugene D. Miller to J. Grady Miller, Jr., and Sharon H. Miller, dated November 29, 1977 and recorded in the RMC Office for Greenville County, South Carolina on _____ in Deed Book 1069 at Page 336.

This mortgage is subject and subordinate to a mortgage dated November 29, 1977 executed by J. Grady Miller, Jr., and Sharon H. Miller in favor of Saluda Valley Federal Savings & Loan Association, Williamston, South Carolina, given to secure payment of Forty-Seven Thousand Two Hundred and No/100 (\$47,200.00) Dollars and interest recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1417 at Page 142, now a prior lien on said premises.

This property is subject to restrictions recorded in Deed Book 620 at Page 369 and also subject to all other easements, restrictions, and rights of way of record, and on the ground, which affect said property.

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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 whomsoever lawfully claiming the same or any part thereof.

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