

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

M.H. Smith
2897 Jenny Way
Lawrenceville, Ga. 30245

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CO. S. C.
JUL 11 11 42 AM '81

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: WILLIAM R. MILLER AND SHIRLEY C. MILLER

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto MARION HAROLD SMITH, JR. AND SARA W. 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 NINETEEN THOUSAND AND NO/100-

----- DOLLARS (\$ 19,000.00),

with interest thereon from date at the rate of THIRTEEN per centum per annum, said principal and interest to be repaid:

Due and payable at the rate of Two Hundred Eighty Three and 70/100 (\$283.70) Dollars per month, with the first payment being due August 1, 1981 and a like amount due on the 1st day of each month thereafter until paid in full for a total of 120 monthly installments. Mortgagors reserve the right to prepay the indebtedness evidenced by this Mortgage and Note in whole or in part 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, 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, on the eastern corner of the intersection of McKinney Lane and Kings Ridge Drive, being known as a Portion of Lot No. 15 on plat of Botany Woods, Sector VII, recorded in Plat Book YY at page 173 and being described more recently on Plat of Marion Harold Smith, Jr. and Sara W. Smith, dated January 11, 1972, prepared by Carolina Surveying Company, recorded in Plat Book 4M at page 71B, to wit:

BEGINNING at an iron pin on the southeastern side of Kings Ridge Drive at the joint front corner of Lots No. 14 and 15 and running thence S. 28-17 E., 268.4 feet to an iron pin; thence S. 72-39 W., 69 feet to an iron pin on the eastern side of McKinney Lane; thence along the eastern side of said Lane, N. 30-42 W., 89.2 feet to an iron pin; thence continuing along the eastern side of said Lane, N. 51-28 W., 74.2 feet to an iron pin; thence continuing along the eastern side of said Lane, N. 60-21 W., 32.7 feet to an iron pin at the intersection of said Lane and Kings Ridge Drive; thence along said intersection e. 9-35 W., 31.6 feet to an iron pin on the southeastern side of Kings Ridge Drive; thence along the southeastern side of said Drive, N. 41-10 E., 115 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Marion Harold Smith, Jr. and Sara W. Smith recorded in the RMC Office for Greenville County on July 8, 1981 in Deed Book 1151 at page 364.

It is understood and agreed that this mortgage shall be junior and second in lien to that certain mortgage held by NCNB Mortgage, recorded in the RMC Office for Greenville County in Mortgage Book 1219 at page 271 on January 14, 1972.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
JUL 13 1981
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