

State of South Carolina

BOOK 1554 PAGE 703

Mortgage of Real Estate



County of Greenville

FILED
GREENVILLE CO. S. C.

OCT 7 12 12 PM '81

THIS MORTGAGE made this 7th day of TANKERSLEY October, 1981

by James T. Miller, IV and Patricia R. Miller

(hereinafter referred to as "Mortgagor") and given to **SOUTHERN BANK & TRUST CO.**

(hereinafter referred to as "Mortgagee"), whose address is East North Street, Greenville, South Carolina

WITNESSETH:

THAT WHEREAS, James T. Miller, IV and Patricia R. Miller
is indebted to Mortgagee in the maximum principal sum of Twenty-One Thousand and No/100
21,000.00 Dollars (\$ 21,000.00), which indebtedness is
evidenced by the Note of James T. Miller, IV and Patricia R. Miller of even
date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of
which is October 7, 1982 after the date hereof, the terms of said Note and any agreement modifying it
are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 21,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

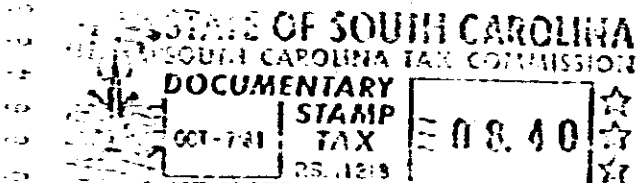
ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot 116 on a plat of property entitled "Estate of D. T. Smith", of record in the RMC Office for Greenville County, S. C. in Plat Book H, Page 279, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of East Tallulah Drive, joint front corner of Lots 115 and 116; thence with the joint line of said Lots, N. 25-20 W. 244.2 feet to an iron pin in the line of Lot 113; thence N. 64-40 E. 5 feet to an iron pin; thence N. 65-26 E. 95 feet to an iron pin at the joint rear corner of Lots 116 and 117; thence with the joint line of said Lots, S. 25-20 E. 242.8 feet to an iron pin on the northwestern side of East Tallulah Drive; thence with the northwestern side of East Tallulah Drive, S. 64-40 W. 100 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Sherra M. Duke (now Sherra M. Foy) dated July 31, 1979 and recorded in the R.M.C. Office for Greenville County on July 31, 1979 in Deed Volume 1108 at Page 233.

This mortgage is second and junior in lien to that mortgage given to South Carolina Federal Savings & Loan Association in the amount of \$48,000.00, recorded in the R.M.C. Office for Greenville County, S. C. on August 10, 1978 in Mortgage Book 1440 at Page 872 and assumed by the Mortgagors herein on July 31, 1979.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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