MORTGAGE OF REAL ESTATE.

Form 2

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 19918

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Thomas A. Miller SEND GREETING:

WHEREAS, I, the said Thomas A. Miller

in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to Sallie Atkins Dunlap

in the full and just sum of Two Thousand Seven Hundred Seventy-Five and 48/100 the ($2,775.48)

Dollars, to be paid One (1) year after date 3271

with interest thereon from at the rate of 6 per cent. per annum, to be computed and paid Semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage, and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said Thomas A. Miller in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Sallie Atkins Dunlap according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Thomas A. Miller, in hand well and truly paid by the said Sallie Atkins Dunlap at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Sallie Atkins Dunlap:

All that tract or parcel of land situate, lying and being in Butler Township, County and State aforesaid, and being shown and designated as Tract No. 3 of the Keziah Miller lands as shown on plat recorded in the R. M. C. Office for Greenville County, in Plat Book "E", page 160, and containing 96.86 acres, more or less, and having according to said plat, the following meets and bounds, to-wit: Beginning at a stake in the intersection of the Greenville to Simpsonville, and the Mauldin Roads, and running thence with the center of the Mauldin Road with line of tract No. 2, in a Southwesterly direction direction to an iron pipe in a center of center of said Road, joint corner of tracts Nos. 2 and 3; thence S. 70-30 E. 4.45 to stone thence N. 84 E. 36.23 to an iron pipe; thence N. 0.45 E. 16-70 to stake in the center of Greenville to Simpsonville Road; thence with the center of said Road in a Northwesterly direction to the point of beginning, and being the tract of land set off to me by the Decree of Court dated March 3, 1924, in the Case of Miller vs. Price, et al, and the case of Price, et al. vs. Carter, et al.

This mortgage is junior to the mortgage of Thomas A. Miller to Alexander Finlay, for $5,000.00.

Satisfied and Cancelled of Record 16 day of Oct. 1928 R. M. C. for Greenville County

UNCLAIMED BY SALE OFFICER A. D. 1928 WITHIN YEAR 16 DAY OF Oct. 1928 SEE JUDGEMENT ROLL No.