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GREENVILLE CO. S. C.

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OLLIE FARNSWORTH
R. M. C.

BOOK 1183 PAGE 129

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES D. MILLER and

M. L. GARRETT, JR.

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

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, 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 Thirty-nine Thousand Seven Hundred Fifty and No/100---

DOLLARS (\$ 39,750.00), with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable, May 1, 1986.

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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the Northeastern side of White Horse Road near Greenville, in Greenville County, South Carolina, being shown and designated as "Caper House-Food Stores" on a Plat of the Property of Carlos Lindsey, made by Piedmont Engineers & Architects, dated January 14, 1971, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4I, page 19, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeastern side of White Horse Road at the Southeasternmost corner of a 10.9 acre tract owned by Carlos Lindsey and running thence along the line of said tract, N. 59-10 E., 200 feet to an iron pin; thence through other property owned by Lindsey, N. 28-26 W., 125 feet to an iron pin; thence S. 58-54 W., 189.6 feet to an iron pin on the Northeastern side of White Horse Road; thence along said side of White Horse Road, S. 25-20 E., 25 feet to an iron pin; thence continuing along said side of said Road, S. 23-13 E., 100 feet to an iron pin, the beginning corner, being the same property conveyed to the Mortgagors herein by deed of Carlos F. Lindsey dated February 1, 1971, of public record.