

MAY 9 3 53 PM '72

BOOK 1232 PAGE 517

HORTON, DRAWDY, DILLARD, MARCUSANNE CAMPBELL & CLARKSON SURVEYORS, INC., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES D. MILLER

(hereinafter referred to as Mortgagee) is well and truly indebted unto THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, GREENVILLE, S. C. BRANCH

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Seventy-five Thousand and No/100-----

in 16 ^{semi-annually} installments in the sum of \$4987.50 each commencing on August 9, 1972, and in the same amount on the principal ^{semi-annually} thereafter until the principal is paid in full, to which there shall be added interest on the deferred balance of principal from time to time due at the rate of 8% per annum, to be computed and paid ^{semi-annually} on the same dates as principal ^{semi-annually} with interest thereon from date at the rate of 8 per centum per annum, to be paid: ^{semi-annually} Dollars \$ 75,000.00 due and payable

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 those certain pieces, parcels or lots of land, together with all buildings and improvements thereon, situate, lying and being in the City of Greenville, Greenville County, South Carolina, on the Southern side of East North Street (access ramp to Laurens Road from Interstate Highway No. 385) and being shown as Lots Nos. 5, 6 and 7, and a portion of Lot 4, Block 11, on a Plat recorded in the RMC Office for Greenville County, S. C., in Plat Book A, page 179, and also being shown as Lots Nos. 3 and 4 on a revision of said plat recorded in the RMC Office for said County and State in Plat Book Q, page 31, and having according to a more recent survey of the property of James D. Miller prepared by Campbell & Clarkson Surveyors, Inc., dated October 12, 1971, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4L, page 125, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of East North Street, (access ramp from Interstate Highway No. 385 to Laurens Road) at a point 156 feet West of the intersection of said street with Pettigru Street, and running thence S. 12-08 E., 152 feet to an iron pin on a 10-foot alley; thence along the Northern side of said 10-foot alley, S. 81-26 W., 175 feet to an iron pin; thence continuing with said alley, S. 78-00 W., 7.8 feet to a point; thence continuing with said alley, S. 78-00 W., 51 feet to an iron pin; thence N. 10-36 W., 125.5 feet to an iron pin on East North Street; thence along the Southern side of East North Street, N. 78 E., 34.6 feet to an iron pin; thence continuing along the Southern side of East North Street, N. 78-00 E., 13.6 feet to an iron pin; thence continuing along said side of East North Street, N. 73-32 E., 182.5 feet to an iron pin, the beginning corner.

The above described property is the same conveyed to James D. Miller by deed of James Edwin Acker recorded in the RMC Office for said County and State in Deed Book 929, page 405, and by deed of T. Ansel Putman, Executor, recorded in the RMC Office for said County and State in Deed Book 862, page 443.

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.