

FILED GREENVILLE CO. S. C.

JUL 16 12 39 PM '73

S. T. HARRISLEY R.M.C.

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

James D. Miller and Thomas G. Miller

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Seventy Thousand and No/100----- (\$ 70,000.00)

does not contain Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Six Hundred Fifty Two and 50/100----- (\$652.50) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 20 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

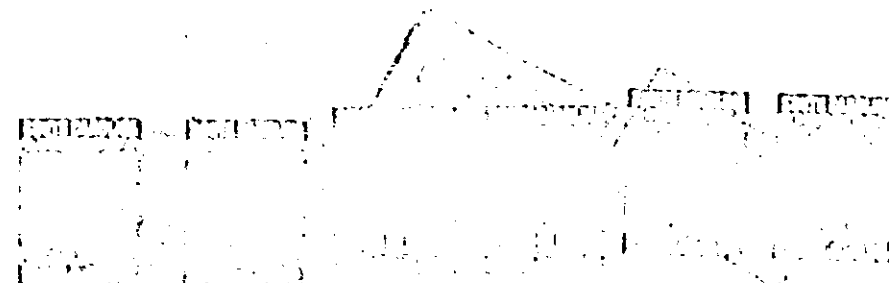
WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville on the South-western side of Summit Street being shown and designated as a portion of a two acre tract formerly owned by John Moore on a map of F.F. Beattie's Subdivision recorded in the RMC Office for Greenville County, S.C. in Plat Book C, page 236 and having according to a more recent plat of the property of James D. Miller and T. G. Miller made by Campbell & Clarkson Surveyors, Inc., dated July 3, 1973, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Summit Street, said iron pin being at the rear corner of Lot No. 35 of the F.F. Beattie Subdivision 100 feet west of the intersection of the right of way of Summit Street with the right of way of Mount Zion Street and running thence along the line of Lots Nos. 31 through 35, S. 52-06 W. 198.70 feet to an iron pin; thence N. 45-00 W. 193 feet to an iron pin; thence N. 52-30 E. 100 feet to an iron pin; thence along the lines of Lots Nos. 1, 2, 3, and 4 facing on Summit Street, S. 44-46 E. 140.8 feet to an iron pin; thence N. 52-44 E. 102.5 feet to an iron pin on Summit Street; thence along the southwestern side of Summit Street, S. 41-36 E. 50 feet to an iron pin, the point of beginning. For a more recent plat see plat in plat book 5A page 101.

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