

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
MAY 23 3 50 PM '76  
DONALD S. TANNER, CLERK  
RMC

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Lillian H. Miller by J. Harold Miller, her Attorney-in-Fact

hereinafter referred to as Mortgagor) is well and truly indebted unto Otto Moser Ranch, Inc.

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-Four Thousand Three Hundred Forty-Five and No/100-----**

----- Dollars (\$34,345.00 ) due and payable

see below\*

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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 purposes:

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being shown as 3.52 acres on a plat of Property of Charles Wilely Young and Doris G. Young recorded in the RMC Office for Greenville County in Plat Book 4-1 at Page 113, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of the Piedmont-Moonville Road and running thence N.05-41 E. 761.5 feet to an iron pin; thence S.78-59 E. 200 feet to an iron pin in line of Moon property; thence S.05-08 W. 751.8 feet to an iron pin in center of Piedmont-Moonville Road; thence with said Road, N.81-55 W. 98.1 feet; thence continuing with said Road, N.81-48 W. 108.2 feet to the beginning corner.

This is a second mortgage subject to that first mortgage lien given to C. Douglas Wilson & Co. recorded in the RMC Office for Greenville County in Mortgage Book 1185 at Page 509 in the original amount of \$18,000.00 and having a present balance of

For authority of the mortgagor to execute this mortgage reference is made to a Power of Attorney given by Lillian H. Miller to J. Harold Miller, dated May 26, 1976, and recorded in the RMC Office for Greenville County in Deed Book 1030 at Page 900.

\*This mortgage is being given as additional security to secure two notes dated September 1, 1975 one in the original amount of \$37,129.00 and one in the original amount of \$2,400.00. Both notes have a present balance of \$34,345.00 and payable as provided therein and amended by that certain Extension Agreement, dated April 19, 1976 and executed simultaneously.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 Mortgagor 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 Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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