STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

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HOVE S. TANKERSLEY

MORTGAGE OF REAL PROPERTY

5	THI	IS M	ORT	GAG	E ma	ade th	is	<u>3r</u>	<u>d</u>		day	of of	N	oven	ber				19.	7	7,
										•	Miller		(hereina	after i	referre	d to	as Mo	rtgagor) and	1 F1	RST
											Carolina C										

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of <u>Seven Thousand and No/100------</u> (\$ 7,000.00 ____), the final payment of which is due on <u>November 15</u> _______ 19 ________, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in <a href="mailto:county.count

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, in Paris Mountain Township, on the Southeast side of View Mont Drive, and having, according to a plat entitled "Property of Clyde Smith and Frances M. Smith", made by Jones Engineering Service, May 14, 1973, which plat is recorded in the RMC Office for Greenville, S.C. in Plat Book 5-C at Page 30, the following metes and bounds, to-wit:

BEGINNING at an iron pin in View Mont Drive at the joint front corner of property herein being mortgaged and other property now or formerly of M & M Construction Company, Inc. and runs thence along View Mont Drive, N. 20-46 E. 112.5 feet to a nail and cap in View Mont Drive; thence S. 62-48 E. 250 feet to an iron pin; thence S. 17-38 W. 135.1 feet to an iron pin; thence along the line of other property now or formerly of M & M Construction Company, Inc. N. 58-04 W. 260.7 feet to the beginning corner.

THIS being the same property conveyed to the mortgagor by deed of M & M Construction Company, recorded in the RMC Office in DeedBook 994 at Page 357 on February 26, 1974.

(continued on back page)

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

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- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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