

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.M.C.

AT 2:08 O'CLOCK P.M. NO. 34310  
MORTGAGE OF REAL ESTATE  
FOR ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, CHARLES L. HOWARD, SR. & JOANN H. HOWARD,  
hereinafter referred to as Mortgagor) is well and truly indebted unto WINSTON S. COX & BOYCE MILLER, JR.

(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 ONE THOUSAND NINE HUNDRED FIFTY AND NO/100-----

Dollars (\$1,950.00) due and payable

\$40.02 per month for five (5) years with payments applied first to interest and balance to principal, with the first payment to commence on July 1, 1977

with interest thereon from \_\_\_\_\_ date at the rate of 8 1/2% per centum per annum, to be paid: monthly

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:

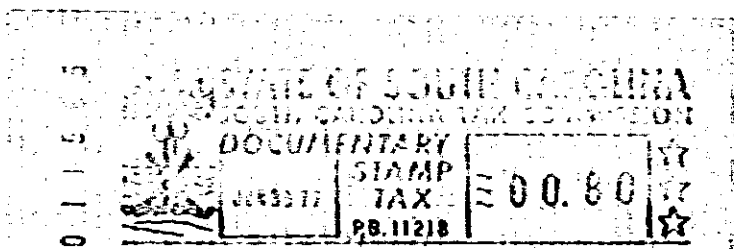
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Saluda Township, being known and designated as Tract No. 11 as shown on plat of subdivision entitled Howard Acres recorded in the RMC Office for Greenville County in Plat Book 5P, at page 89, and having according to said plat the following courses and distances, to wit:

BEGINNING in the center of Highway 414 at the joint front corner of Tracts 10 and 11 and running thence N. 11-45 W. 716 feet; running thence N. 34-00 E. 292 feet to iron pin; running thence S. 09-15 E. 779.5 feet to a nail and cap in center of Highway 414; running thence along center of said Highway S. 39-40 W. 158.2 feet; running thence continuing with said Highway S. 39-40 W. 66.8 feet to iron pin, the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagees herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

The above description describes the area from the center of Highway No. 414 but the area actually mortgaged is from the right-of-way of Highway 414.



FILED  
GREENVILLE CO. S. C.  
MAY 17 2 08 PM '78  
DONNIE S. TANKERSLEY  
R.M.C.

MAY 17 1978 34310

FOR REM TO THIS ASSIGNMENT SEE BOOK 1402-PAGE 784

ASSIGNMENT

FOR VALUE RECEIVED, I, WINSTON S. COX, do hereby assign, transfer and set over to BOYCE MILLER, Jr. my one-half, undivided interest in and to the within Mortgage and the Note which it secures without recourse this 5th day of MAY, 1978.

Witnessed:

*Geraldine Steleh*  
*Robert E. Johns*

Assignment RECORDED MAY 17 1978 at 2:08 P.M.

Together with all any 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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