

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1446 PAGE 9

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, ALVIN P. MILLER & JANET L. MILLER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK A. BALLENGER

(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 TEN THOUSAND AND NO/100

Dollars (\$ 10,000.00) due and payable

\$101.43 per month with payments applied first to interest and balance to principal and with right to anticipate full amount at any time, and first payment to be October 7, 1978,

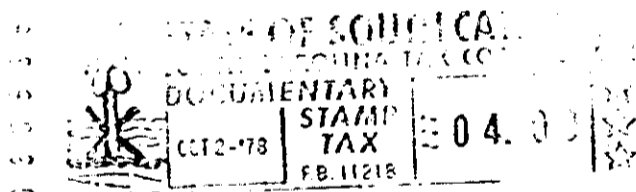
with interest thereon from date at the rate of 9% per centum per annum, to be paid: monthly

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 herby 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 Greenville Township, in Monaghan Mills Village, and being more particularly described as Lot No. 92, Section 2, as shown on a plat entitled "Subdivision for Victor-Monaghan Mills, Greenville, S. C.", made by Pickell & Pickell, Engineers, Greenville, S. C., on December 20, 1948, and recorded in the RMC Office for Greenville County in Plat Book "S", at pages 179-181, inclusive. According to said plat the within described lot is also known as No. 6 Speed Street and fronts thereon 91 feet.

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



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; 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.

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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