

MORTGAGE OF REAL ESTATE -

BOOK 1448 PAGE 956

7th St. Mills
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
JUN 1 11 19 1977
DORIS S. THURBERLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Donald L. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

(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 Forty Thousand and No/100----- Dollars (\$40,000.00) due and payable on demand

with interest thereon from date at the rate of 1 1/2% per centum per annum/over Community Bank's Prime Rate 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, Town of Taylors, on the northern side of Main Street and being known and designated as Lot No. 1 on a Subdivision and plat of the J.H. Freeman and D.R. Freeman Lands made by J. Earle Freeman in February, 1922 and having the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Main Street, at the corner of Lot No. 2 and running thence N. 10 1/4 E. 330 feet, more or less, to the right-of-way of U.S. Highway No. 29; thence along the right-of-way of U.S. Highway No. 29 120 feet, more or less; thence turning and running along property now or formerly of Batson S. 10 1/8 E. 375 feet, more or less, to an iron pin on the northern side of Main Street; thence turning and running along the northern side of Main Street S. 68 1/4 W. 105 feet, more or less to the point of beginning.

ALSO:

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, shown and designated as Lot #55 on a plat prepared by C.O. Riddle, dated October, 1966 and recorded in the R.M.C. Office for Greenville County in Plat Book GGG, Page 494 and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Woodburn Drive at the joint front corner of Lot Nos. 54 and 55 and running thence along the southeastern side of Woodburn Drive S. 59-05 W., 115.4 feet to an iron pin at the joint front corner of Lot Nos. 55 and 56; thence along the common line between Lot Nos. 55, 56 and 57 S. 51-22 E. 221.3 feet to an iron pin at the joint rear corner of Lot Nos. 55 and 57; thence along the rear line of Lot No. 55 N. 58-38 E., 115 feet to an iron pin at the joint rear corner of Lot Nos. 54 and 55; thence along the common line of said lots N. 31-50 W. 220.6 feet to an iron pin on the southeastern side of Woodburn Drive, the point of beginning.

This being the same property conveyed unto the Mortgagor herein by deed of Edna Andrea Alewine, et al of even date herewith and to be recorded herewith and by deed of K. Lamont Smith and Marie R. Smith, dated June 29, 1977 and recorded June 30, 1977, in Deed Volume 1059, at Page 628, in the R.M.C. Office for Greenville County, South Carolina.

This is a second mortgage lien on both of the above described lots.

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 such 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.

RECORDED IN 179 641

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