

FILED
GREENVILLE CO. S. C.
Nov 1 2 28 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

(Participation)

4328 RV.2

This mortgage made and entered into this 30th day of October, 1979, by and between FRANCES E. MILLER, of Route # 6, Box 617, Piedmont, Greenville County, South Carolina 29673 (hereinafter referred to as mortgagor) and the BANK OF GREENSBORO, a Georgia banking corporation, having its principal place of business located at 201 S. Main Street, City of Greensboro, Greene County, Georgia 30642 (hereinafter referred to as mortgagee), who maintains an office and place of business at 201 S. Main Street, Greensboro, Georgia:

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina:

ALL THAT TRACT or parcel of land lying and being in Greenville County, South Carolina, containing 38.1 acres, mor or less, and being bounded now or formerly as follows: On the North by lands of Gillreath; on the East by lands of Dwardy; on the South by lands of Wright; and on the West by lands of Stribling. This is the same property as is shown on a plat of survey dated June 29, 1972, prepared by R.S. Bruce, and being of record in Plat Book 4-S, page 12, in the Register of Mesne Conveyances Office in Greenville County Superior Court. Said plat hereby incorporated by specific reference thereto in aid of this description. This is the same property as shown in deed from Sloan Yowell Stribling, III, to Francis Miller, recorded July 31, 1972, in Deed Book 950, page 380 in the R.M.C. Office in Greenville County Superior Court, said deed also being incorporated herein by reference in aid of this description. *Jem*

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Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 30, 1979, in the principal sum of \$ 600,000.00, signed by JULIUS H. MILLER, JR., as President in behalf of HILLER BROTHERS GREENHOUSES, INC., and guaranteed by FRANCES E. MILLER, such promissory note being ^{due} twelve (12) years from the date of the note, and being payable in monthly installments of principal and interest in the amount of \$7,484.00, beginning three (3) months from the date of the note; bearing interest at the rate of ten and

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