

NOV 14 1979

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
DEC 7 4 05 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William C. Milam, Jr. and Catherine C. Milam

(hereinafter referred to as Mortgagor) is well and truly indebted unto William C. Milam, Sr. and Josey P. Milam

(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-Five Thousand and no/100ths - - - - - Dollars (\$45,000.00) due and payable

with interest thereon from 12-7-79 at the rate of nine per centum per annum, to be paid:
in accordance with terms of note of even date herewith, final payment due January 1, 2010

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:

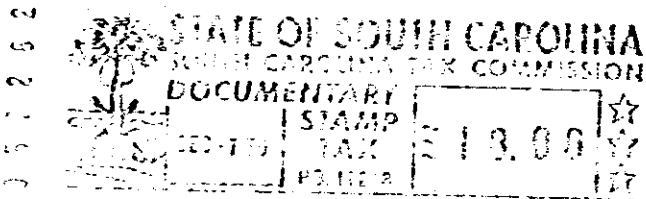
~~ALL that certain piece or parcel of land with all the rights and appurtenances thereto in any way incident or appertaining to the same situated in the State of South Carolina, County of~~

ALL that lot of land situate on the northeastern side of Plantation Drive being shown as Lot No. 12 on a plat of Holly Tree Plantation, Phase III, Section I, Sheet 1, dated September 1, 1978, prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 6-H at Page 74 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Plantation Drive at the joint front corner of Lot 11 and Lot 12 and running thence with Lot 11 N. 29-27 E. 178.2 feet to an iron pin at the joint rear corner of Lot 11 and Lot 12; thence S. 77-30 E. 70 feet to an iron pin at the joint rear corner of Lot 12 and Lot 13; thence S. 5-34 W. 175.05 feet to an iron pin on Plantation Drive; thence with Plantation Drive the following courses and distances: N. 88-16 W. 43 feet, N. 73-17 W. 90 feet and N. 53-33 W. 12 feet to the point of beginning.

This being the same property conveyed unto William C. Milam, Jr. and Catherine C. Milam by deed of Franklin Enterprises, Inc., dated and recorded concurrently herewith.

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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 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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