

MORTGAGE OF REAL ESTATE -

GREENVILLE, S. C.

BOOK 1498 PAGE 33

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE (Purchase Money Mortgage)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHNNY W. MILLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKS & CANNON, INC.

(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

Five Thousand & No/100----- Dollars (\$ 5,000.00 ) due and payable  
Monthly payments to be \$106.24, beginning April 10, 1980 and continuing monthly  
for a period of five years----

with interest thereon from date at the rate of 10% 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, Salem Township, containing 3 acres, according to a plat prepared for Leroy Cannon and George Banks, by Charles K. Dunn and T. Craig Keith, Associates, R.L.S., dated August 20, 1976, and having according to said plat the following metes and bounds to-wit:

BEGINNING at a point in the center of Goodwin Bridge Road, 365.13 feet Southeast of the corner of Carlos and G. Dorrien property and running thence along the property of J. Hoyt Brooks, Jr., S. 66-11 W. 587 feet; thence S. 25-27 E. 222.87 feet; thence to the fifty (50') Street, N. 66-11 E. 587 feet to the center of Goodwin Bridge Road; thence N. 25-27 W. 222.87 feet to the beginning corner.

The distance on the side of this lot may not go to the center of Goodwin Bridge Road and this conveyance is made subject to all recorded easements, restrictions and rights of way of record and to any such easements and rights of way shown by an inspection of the property as well as zoning regulations.

Derivation: Deed of Banks & Cannon, Inc. recorded March 14, 1980 in Deed Book 1122, page 125.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE, S. C. BY THE CLERK OF THE COUNTY COURT ON APR 10 1980

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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 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.

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