

206 Rockingham Road
Greenville, S.C. 29607

BOOK 1511 PAGE 83

FILED
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
AUG 14 3 00 PM '80

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

WHEREAS, We, ^{BONNIE S. TANKERSLEY} THOMAS W. MILLER, JR. and ALIENE H. MILLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOE B. PEARCE

(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 NINE THOUSAND and No/100-----

----- Dollars (\$ 9,000.00) due and payable
according to the terms of the note of even date for which this mortgage stands as security.

with interest thereon from _____ date _____ at the rate of 13½% per centum per annum, to be paid: monthly by amortization

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, on the southwestern side of Oil Camp Drive within the Caesar's Head Development, being known and designated as the major portion of Lot No. 96 on a plat entitled "Property of Paris Mountain--Caesar's Head Company, Section A Development", prepared by R.E. Dalton, dated October 9, 1924, as revised June 1, 1926, and having according to said plat and a more recent survey entitled "Plat of Lot 98 and Part Lot 96, Section A, Paris Mountain--Caesar's Head Company", prepared by Dalton & Neves Co., dated December 19, 1978, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Oil Camp Drive at the joint front corner of Lots Nos. 94 and 96, and running thence with the line of Lot No. 94, S. 34-00 E. 150 feet to an iron pin; thence N. 25-58 E. 195.5 feet to a point; thence on a new line through Lot No. 96, N. 74-24 W. 139 feet to an iron pin on the southwestern side of Oil Camp Drive; thence with the curve of the southwestern side of Oil Camp Drive, the chord of which is S. 22-00 W. 100 feet, to the point of beginning.

This being the same property conveyed to Thomas W. Miller, Jr. and Aliene H. Miller by deed of Joe B. Pearce in Deed Book 1131 at page 183 to be recorded 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; 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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