

MORTGAGE OF REAL ESTATE - TERRY E. HASKINS, ATTORNEY

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Michael W. Miller and James Leon Fayousky

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ruth Young Wilson attorney-in-fact for Ruth Gault Young

(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 Twenty-six thousand and No/100----- Dollars (\$ 26,000.00) due and payable according to the terms of the note signed of even date herewith.

~~with interest thereon from~~

~~the date of~~

~~the execution of these presents to be paid~~

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, State of South Carolina, being known and designated as Lot No. 2 in Block 13 on a plat of Boyce Addition to Greenville, made by J. T. Lawrence, dated January 22, 1908, and recorded in the RMC Office for Greenville County, SC in Plat Book A, at Page 179, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Whitsett Street on the joint corner of Lots Nos. 1 and 2, and running thence S. 15 E. 126 feet and 1 inch to an iron pin on a ten-foot alley; thence N. 76-45 E. 66 feet and 8 inches to an iron pin on the corner of Lots Nos. 2 and 3; thence N. 15 W. 126 feet and 1 inch to an iron pin on Whitsett Street; thence along said Whitsett Street, S. 76-45 W. 66 feet and 8 inches to the beginning corner.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinance, easements, and rights-of-way, if any, affecting the above described property.

This being the same property conveyed to the Mortgagor by deed of 1001 Property Management Co., A South Carolina General Partnership, dated November 29, 1983, and recorded in the RMC Office for Greenville County, SC in Deed Book 1161, at Page 838.

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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 Mortgagee 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 Mortgagee 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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