

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, M. Wallace Smith and Dorothy D. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Marcy R. Miller and Betty Lou S. Miller

(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-FOUR THOUSAND FIVE HUNDRED (\$24,500.00) ---Dollars (\$24,500.00) due and payable according to the terms of the note

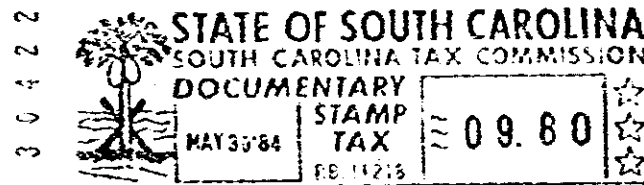
with interest thereon from date hereof at the rate of 11% per centum per annum, to be paid: in accordance with the terms of the note

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 southern side of Hillandale Circle near the City of Greenville, being shown as the western portion of Lot 14, as shown on plat of property of J. M. Black, made by Dalton & Neves, in December, 1947, recorded in the RMC Office for Greenville County, South Carolina in Plat Book S at Page 58 and also shown on an updated plat entitled "Property of M. Wallace Smith" made by Carolina Surveying Co. and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 10P at Page 6 on April 30, 1984 with reference to said plat being made for a more complete description.

This mortgage is second and junior in lien to that certain mortgage given in favor of Alliance Mortgage Company and recorded in the RMC Office for Greenville County, South Carolina on April 30, 1984 in REM Book 1553, Page 127.



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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.