

GREENVILLE S.C.

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EDD. 1497 PAGE 763

MORTGAGE

THIS MORTGAGE is made this 7th day of March, 19 80, between the Mortgagor, Wallace G. Merck

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Nineteen Thousand Two Hundred Eleven & 35/100ths Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

"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, being known and designated Lots Nos. 131, 132, and 133 of Riverdale, on that certain plat of said Subdivision prepared by Dalton & Neves, dated July, 1957, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK, at page 107; this being the identical property conveyed to Wallace G. Merck by C. E. Robinson, Jr., as Trustee under that certain deed of trust executed on June 7, 1957, by deed dated October 9, 1972, recorded October 9, 1972, in Volume 957, at page 345, in the office of the Register of Mesne Conveyance for Greenville County, South Carolina."

This mortgage is junior in rank to a first mortgage given by Wallace G. Merck to Home Building & Loan Association in the original amount of \$25,000.00 and recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina in Mortgage Book 1288, at page 29.



which has the address of Route # 11 Riverview Drive Greenville, S.C. 29611 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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