MORTGAGE OF REAL ESTATE-Office of Wyche, Burgess, Freeman & Parham, P.A. Greenville, S. C.

GREENVILLE GO. S.C. **LILED**

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STATE OF SOUTH BARDLIRA32 PH) 84 COUNTY OF GREENVILLE ANKERGLEY

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Merritt Properties, Inc. Governo (hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Pate, Bridgers, Aughtry, 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 per centum per annum, said principal and interest to be with interest thereon from date at the rate of repaid as follows:

Principal in the amount of \$37,500.00 and accrued interest at the rate of Fourteen (14%) percent shall be due and payable on March 20, 1985.

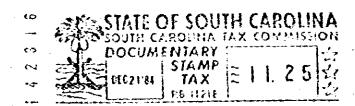
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon,

ALL that piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina and being shown as a 2.513 acre tract and a 0.117 acre tract on a survey prepared by Enwright Associates, Inc., R.L.S., dated July 11, 1984 and having according to said survey, the following metes and bounds to wit:

BEGINNING at an iron pin on the northeasterly side of U.S. 276 (Laurens Road) at the corner of property of East-Lynne subdivision and running thence N. 34-49-43 E. 238.55 ft. to an iron pin; thence N. 35-09-03 E. 180.20 ft. to an iron pin at the corner of the 0.117 acre tract; thence continuing along the same course 25 feet to an iron pin; thence N. 34-38-28 E. 50.20 ft. to an iron pin; thence turning and running S. 81-21-47 E. 234.19 ft. to an iron pin; thence S. 35-08-34 W. 179.20 ft. to an iron pin; thence S. 35-08-00 W. a total distance of 407.33 feet to an iron pin on Laurens Road; thence along the northeasterly side of Laurens Road the following courses and distances: N. 50-12-57 W. 170.19 ft to an iron pin; thence N. 55-55-14 W. 38.30 ft. to the POINT OF BEGINNING.

ALSO, all that piece shown as an 0.117 acre tract and also known as Lot 80 of East Lynne subdivision on plat H-195. BEGINNING at an iron pin which is 418.75 ft. northeast of U.S. 276 (Laurens Road) and running thence N. 55-58-08 W. 205.16 ft. to an iron pin; thence N. 34-52-39 E. 25 ft. to a nail and cap; thence S. 55-58-06 E. 205.28 ft. to an iron pin; thence S. 35-09-03 E. 25 ft. to THE POINT OF BEGINNING.



This mortgage is junior in lien to the mortgage of First Federal in the amount of \$200,000.00 dated and recorded December 21, 1984 in the R.M.C. Office in Mortgage Book Page _

This is the same property conveyed to the mortgagor by deed from Louise J. Watkins dated and recorded simultaneously herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.