CREFAV CREENVILABG 15 12 17 PH '83 STATE OF SOUTH CAROLINA COUNTY OF

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

WHEREAS,

H. G. MERRITT and MARY &. MERRITT

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FRANCIS T. BAILEY

(hereinafter released 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 Thousand and 00/100----- due and payable

in accordance with the terms and conditions of note of even date

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 NOW, KNOW ALL MEN. That the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe, and before the scaling 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 Mortgagoe, its successors and assigns:

"Al.L 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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 12, as shown on a plat of the subdivision of WOODBERRY, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C at Page 30, reference to said plat is hereby made for a metes and bounds description.

THIS being the same property conveyed to the Mortgagors herein by deed of Francis T. Bailey, dated August 15, 1983, and recorded in the R.M.C. Office for Greenville County in Deed Book 1194 at Page 410 on August 15, 1983.

THIS conveyance is made subject to any restrictions, reservations, zoning ordinances, rights-of-way or easements that may appear of record, on the recorded plat or on the premises.

THE within mortgage is not assumable without the prior written consent of the Mortgagee. The within mortgage is also not eligible for subordination without prior written consent from the Mortgagee.

Together with all and singular rights, members, hereditaments, and appurtenences 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 bereafter attacked, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.



-

THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAM