

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

FILED
GREENVILLE CO. S.O.
SEP 18 3 03 PM '84
R.M.C.
TANKERSLEY

WHEREAS, Robert D. Merrell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Fourteen Thousand Three Hundred Ten and 08/100

Dollars (\$ 14,310.08) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

~~with interest thereon from~~

~~the date hereof~~

~~until the same is 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, the Mortgagee's heirs, 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, about one mile above Travelers Rest on the southeast side of Hendersonville-Greenville Highway, being a part of Lots Nos. 3 and 4 as shown on plat of Property of George Coleman and A. W. Williams as made by W. J. Riddle, Surveyor, dated March 24, 1937, and being described by metes and bounds, according to said plat, as follows, to-wit:

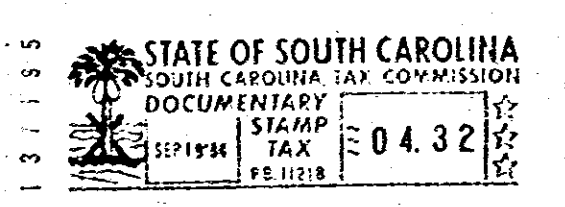
BEGINNING at an iron pin on said Hendersonville-Greenville Highway at the northwest corner of Lot No. 4 as shown on said plat and running thence S.08-40 E. 559 feet to a point in Grassy Branch; thence with branch as the line, N.61-30 E. 137 feet to bend; thence N.74-30 E. 100 feet to bend; thence N.81-15 E. 212 feet to joint corner of Lots Nos. 2 and 3; thence leaving the branch and running with the line of Lot No. 2, N.33-35 W. 474 feet to an iron pin at corner of Batson lot; thence along the line of the Batson property, S. 54 W. 117.5 feet to an iron pin at southwest corner of Batson property; thence N.32-43 W. along the western line of Batson lot, 170 feet to Hendersonville-Greenville Highway; thence along said Highway, S. 53 W. 76 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed of H. H. Merrell recorded in the RMC Office for Greenville County in Deed Book 883 at Page 528 on February 2, 1970.

THIS is a second mortgage subject to that certain first mortgage to H. H. Merrell recorded in the RMC Office for Greenville County in Mortgage Book 1147 at Page 353 on February 2, 1970 in the original amount of \$15,000.00.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. 29690.

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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.

4.00001

SEP 18 1984