MORTGAGEE ADDRESS: 6425 Powers Ferry Road, Suite 300, P. O. Box 105010, Atlanta, Ga. 30348 MORTGAGE OF REAL ESTATE prepared by Falling of the Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA HIE STARRERSLEY **COUNTY OF GREENVILLE**

BOOK 1532 PAGE 762 MORIGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James B. Cullison and Deborah D. Cullison,

(hereinafter referred to as Mortgagor) is well and truly indebted unto MERRILL LYNCH RELOCATION MANAGEMENT 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 Seventeen Thousand Six Hundred and No/100------Dollars (\$ 17,600.00) due and payable as follows: All accrued interest on the principal through February 28, 1981 shall be due and payable on Harch 1, 1981 and \$208.56 on the first day of April, 1981 and \$208.56 on the first day of each and every month thereafter until the first day of March, 1983 when the entire amount of unpaid principal and interest will be due and payable. Payment to be applied what interest the interest and then to the principal, what interest thereon from deletime of 14 per centum per annum, to be paid; monthly

WHEREAS, the Mortgagor may bereafter 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 gaid 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:

All that lot of land in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 56 as shown on a plat of Brookside, Section Three, recorded in Plat Book 5P at Page 11 of the R.M.C. Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Meadowbrook Drive, the joint front corner of Lots 56 and 57, and running thence with the joint line of said lots S. 53-34-48 E., 152 feet to an iron pin in line of Lot 58; thence with the line of Lot 58, N. 49-02 E., 88.75 feet to an iron pin in line of Section One, Brookside; thence N. 43-30 W., 160 feet to an iron pin on the southeast side of Meadowbrook Drive; thence with the southeast side of said street, S. 46-30 W., 45.45 feet to an iron pin; thence S. 41-18-23 W., 70 feet to the point of beginning and being the same property conveyed by Merrill Lynch Relocation Management Inc. to James B. Cullison and Deborah D. Cullison, by a deed dated December 29, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina herewith.

The entire unpaid principal balance plus accrued interest shall immediately become due and payable in the event of any assignment, transfer or conveyance of the property by the Mortgagors.

It is specifically understood that the Mortgagors may prepay the principal in full or in part at any time without penalty.

This is a Purchase Money Mortgage second in priority to the mortgage from James B. Cullison and Deborah D. Cullison to Fidelity Federal Savings and Loan Association, dated February 12, 1981, in the sum of \$34,300.00 covering the within described property.

If any payment is overdue in excess of 15 days borrower shall pay a default charge equal to four cents for each dollar so overdue.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all the Fents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or bureafter attached, connected, or fitted thereto in any manners 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 gremises 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.

The Mortgagor further covenants and agrees as follows:

> (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face bereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.