

200-1443 426

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Ernest Daniel Merck and Theresa B. Merck,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union,
Charlotte, North Carolina,

(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 Twenty-Five Thousand and 00/100-----

-----Dollars (\$ 25,000.00) due and payable
in Two Hundred Eighty-Eight (288) semi-monthly installments of One
Hundred Forty-Two and 11/100 (\$142.11) Dollars each until paid in full,
the first installment being due September 15, 1978,

month
with interest thereon from said date at the rate of 3/4 per centum per ~~XXXX~~ to be paid: semi-monthly

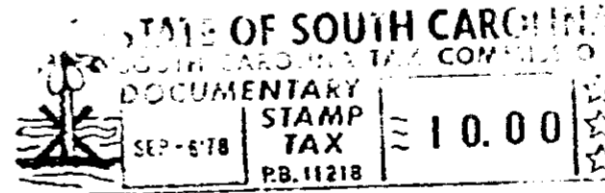
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, its 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, being 25.55 acres more or less, tract which comes from a 68.8 acre tract as shown on a plat of property of Floyd Collins' tract of the J. P. Collins Estate, which plat is of record in the RMC Office for Greenville County in Plat Book JJJ-133, and being shown on the Greenville County Tax Maps as tract 642.1-1-46.1. There is no current survey of the within conveyed property, however, said property is the southwestern most tract remaining as shown on the plat mentioned hereinabove.

This being the same property conveyed to the Mortgagors herein by Deed of Irvin Floyd Collins, which Deed is dated August 31, 1978, and is to be recorded herewith in the RMC Office for Greenville County.

The Mortgagee's mailing address is P. O. Box 1414, Charlotte, N.C. 28232



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.

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