The State of South Carolina,

NOV 15 10 48 AM 1951

GREENVILLE County of

OLLIE FARNSWORTH

To All Whom These Presents May Concern:

HERBERT G. MERRITT

GREETING:

Ι Whereas,

Herbert G. Merritt

hereinafter called the mortgagor(s)

my

certain promissory note in writing, of even date with these presents, indebted to Charles T. Merritt

, the said

well and truly

hereinafter called the mortgagee(s), in the full and just sum of THREE THOUSAND, EIGHT HUNDRED FIVE

AND 74/100 - - ---- DOLLARS (\$ 3,805.74), to be paid

Five Hundred And No/100 (\$500.00) Dollars on the 14th day of November, 1952 and the sum of Five Hundred And No/100 (\$500.00) Dollars on the 14th day of November of each year thereafter until paid in full,

, with interest thereon from

date

·five (5%)

percentum per annum, to be computed and paid

annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness at attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me , the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Charles T. Merritt, his heirs and assigns, forever:

All that lot of land with the improvements thereon, situate on the Northwest side of Melville Avenue in the City of Greenville, Greenville County, S. C., being shown as Lot No. 22 on plat of Aberdeen Highlands made by Dalton & Neves, Engineers, November 1941, revised June 1942, and recorded in the R. M. C. office for Greenville County, S. C. in Plat Book "M", Page 37, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwest side of Melville Avenue at joint front corner of Lots 21 and 22, and runs thence with the line of Lot 21 N. 35-25 W. 202.6 feet to iron pin; thence N. 51-31 E. 70.1 feet to iron pin; thence with the line of Lot 23 S. 35-25 E. 206.1 feet to iron pin on the Northwest side of Melville Avenue; thence along the Northwest side of Melville Avenue S. 54-25 W. 70 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Charles T. Merritt of even date, to be recorded herewith.

This mortgage is junior in rank to the lien of the mortgage given by Mary Smith Gault to Fidelity Federal Savings And Loan Association of Greenville, dated September 23, 1946, and recorded in the R. M. C. office for Greenville County, S. C. in Mortgage Book 351, Page 270.