MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant & Brawley, Attorneys at Law, Greenville, S. C.

APR 3 10 27 AM (25)

BOOK 591 PAGE 365

The State of South Carolina,

County of Greenville.

To All Whom These Presents May Concern:

THOMAS F. MULLEN

SEND S GREETING:

Whereas, I, the said Thomas F. Mullen

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents,

well and truly

indebted to Charles T. Merritt

hereinafter called the mortgagee(s), in the full and just sum of Twelve Hundred and No/100 - - - - -

as follows: The sum of \$100.00 to be paid on the principal on the first day of May, 1954 and the sum of \$100.00 on the first day of each month thereafter until the principal indebtedness is paid in full

, with interest thereon

after maturity

at the rate of

Six (6%)

percentum per annum, to be computed and paid

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 as 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 I , 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 censideration 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 neirs and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate on the west side of Shadow Lane, near the City of Greenville, in Greenville County, S. C., shown as Lot No. 86 of a subdivision known as Super Highway Home Sites, according to a plat thereof prepared by Dalton & Neves, Engineers, May 1946 and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "P", at Pages 52 and 53, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Shadow Lane, at joint front corner of Lots 86 and 87 and running thence along the line of Lot 87, N. 88-0 W. 182.5 feet to an iron pin on the east edge of a five foot strip of land reserved for utilities; thence along the east edge of said strip of land reserved for utilities, N. 2-00 E. 100 feet to an iron pin; thence with the line of Lot 85, N. 88-39E. 173 feet to an iron pin; thence along the curve of Shadow Lane in a southerly direction, 110 feet to the beginning corner.

The above described property is the same conveyed to the mortgagor herein by deed of the mortgagee of even date and to be recorded herewith, and this mortgage is given to secure a portion of the purchase price, and this mortgage is junior in rank to those mortgages referred to in the deed.

Also, all furnishings, fixtures and equipment of every kind now located in the dwelling on the above property which is known as 29 Shadow Lane, Greenville, S. C.

(over)