

FILED
GREENVILLE CO. S.C.
Mann, Foster, Richardson & Fisher, Attorneys at Law, Greenville, S.C.

BOOK 1288 PAGE 373

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, we, Roy L. Merritt and Margie E. Merritt

(hereinafter referred to as Mortgagee) is well and truly indebted unto John C. Sinclear, III and Sandra Gail Sinclear

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

One Thousand Eight Hundred and no/100ths-----Dollars (\$ 1,800.00) due and payable

at the rate of \$30.00 on the 14th day of each and every month hereafter commencing September 14, 1973; entire balance due and payable six months from date hereof; payments to be applied first to interest, balance to principal; privilege is granted to prepay without penalty,

with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly

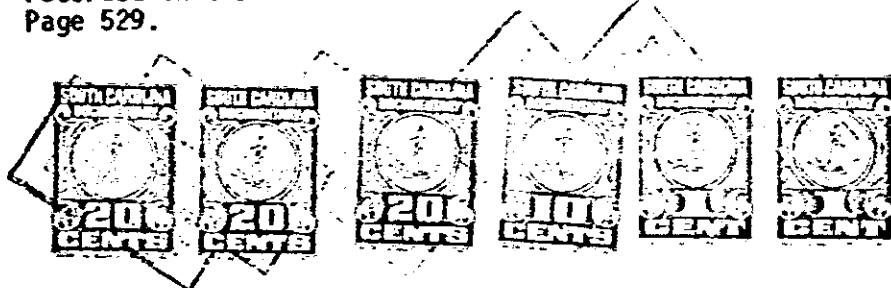
WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Ardmore Drive, being known and designated as Lot No. 143 as shown on plat entitled COLONIAL HILLS, SECTION 3, dated May 7, 1965, prepared by Piedmont Engineers & Architects, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book BBB at Page 91, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Ardmore Drive at the joint front corner of Lots Nos. 143 and 144 and running thence with the common line of said Lots S. 8-10 E. 167.8 feet to an iron pin; thence running S. 88-35 W. 140.0 feet to an iron pin at the joint rear corner of Lots Nos. 142 and 143; thence running with the common line of said Lots, N. 1-16 W. 160.9 feet to an iron pin on the southern side of Ardmore Drive; thence running with the southern side of Ardmore Drive, N. 85-46 E. 120.0 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage given to Carolina National Mortgage Investment Company, Inc. in the original principal amount of \$20,400.00 and recorded in the R. M. C. Office for Greenville County, in Mortgage Book 1180 at Page 529.



SATISFIED AND CANCELLED OF RECORD
17 9 DAY OF Oct. 19 73
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:21 O'CLOCK P. M. NO. 9972

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee 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 Mortgagee by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. 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.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 19 PAGE 329

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