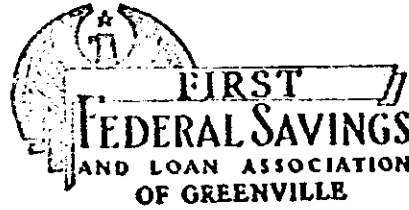


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GREENVILLE CO. S. C.  
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DONNIE S. TANKERSLEY  
R.H.C.

BOOK 1291 PAGE 528



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, John W. Merrill, III and Elizabeth S. Merrill

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Thirty One Thousand, Five Hundred and No/100----- (\$ 31,500.00 )

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note contains a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Two Hundred

and Thirty One and 14/100----- (\$ 231.14 ) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southeastern edge of Broadford Road, being shown and designated as Lot No. 155 on a plat entitled "DEL NORTE ESTATES", Sheet 1, by Piedmont Engineers and Architects, dated August 28, 1968, and recorded in Greenville County Plat Book WWW at page 32, and having, according to said plat the following metes and bounds, to-wit:

Beginning at a point on the southeastern side of Broadford Road at the joint front corner with Lot No. 154 and running thence with the joint line of said lots S. 43-55 E. 145.1 feet to a point on the joint rear line with Lot No. 146; thence with the joint line of Lot No. 155 with Lots Nos. 146 and 145 S. 45-55 E. 65.6 feet; thence S. 45-45 W. 18.3 feet to a point on the joint rear corner with Lot 156; thence with the joint line of Lot 156 N. 48-24 W. 144.5 feet to a point on the southeastern edge of Broadford Road; thence with the southeastern edge of Broadford Road N. 45-10 E. 95 feet to the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of David J. McKinnon and B. Elaine McKinnon to be recorded herewith.

