

Mortgagee's Mailing Address: 907 North Main Street, Anderson, S. C. 29622

DEC 28 AM '80  
H.C. BERSLEY

1500-1550

**MORTGAGE**

THIS MORTGAGE is made this 28th day of November, 1980, between the Mortgagor, Benny L. Merrell and Willie L. Merrell

, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, ~~a corporation organized and existing under the laws of the State of South Carolina~~, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Five Thousand and No/100 dollars, which indebtedness is evidenced by Borrower's

note dated November 28, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on December 15, 2011

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina.

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 436 on a plat entitled "Sugar Creek, Map 3, Section 2" dated February 5, 1980, prepared by C. O. Riddle, RLS, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Sweetwater Road at the intersection with Creekside Road and running thence through the intersection with Creekside Road N. 52-18-10 E. 36.70 feet to an iron pin on the western side of Creekside Road; thence running along the western side of Creekside Road N. 9-32 E. 55.12 feet to an iron pin; thence continuing along the western side of Creekside Road N. 11-48-32 E. 63 feet to an iron pin on the western side of Creekside Road at the joint corner with Lot 435; thence running along the joint line with Lot 436 N. 80-47-51 W. 138.76 feet to an iron pin; thence running along the joint line with Lot 434 S. 82-35-57 W. 30 feet to an iron pin at the joint corner with Lot 437; thence running along the joint line with Lot 437 S. 7-37-51 E. 161.55 feet to an iron pin on the northern side of Sweetwater Road at the joint front corner with Lot 437; thence running along the northern side of Sweetwater Road N. 87-58-45 E. 94.27 feet to an iron pin at the intersection with Creekside Road, being the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Cothran & Darby Builders of even date and to be recorded herewith.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
RECORDED  
INDEXED  
NOV 20 1980

which has the address of Sweetwater Road and Creekside Road, Greer (Street) (City) S. C. 29651 (herein "Property Address"); (State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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