

Mail to Mortgagees address: *Edith M. Westmoreland*  
#123 Clearview Drive, Greer, S.C., 29615  
Purchase Money

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED

CO. S.C. MORTGAGE OF REAL ESTATE

BOOK 1570 PAGE 983

ALL WHOM THESE PRESENTS MAY CONCERN:

DONOR: JENNERSLEY

WHEREAS, M. S. LOWRY, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES L. MERCK, EDITH M. WESTMORELAND, and FRANK C. MERCK

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

FIVE THOUSAND AND NO/100 Dollars (\$5,000.00) due and payable due and payable in full 90 days from date

with interest thereon from date at the rate of n/a per centum per annum, to be paid as aforesaid

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

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor 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 Mortgagor 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Oneal Township, located about two miles North from the City of Greer and on the West side of a new cut road that leads from the Ballenger Road to the Greer-Oneal Road, designated as Lot No. 7 on a plat of property made for W. Dennis Smith by H. S. Brockman, Surveyor, dated July 29, 1952 and having the following courses and distances:

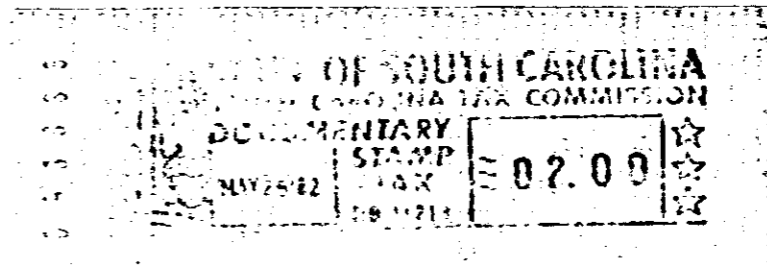
BEGINNING at a stake on the western edge of said new cut road, joint front corner of Lots Nos. 5 and 7 on said plat, and runs thence with the common line of these lots N. 89-33 W. 206 feet to a stake (iron pin); thence S. 47-36 W. 33.3 feet to a stake; thence S. 38-40E. 300 feet to a stake, joint rear corner of lots No. 7 and 9; thence with the common line of these lots N. 60.15 E. 152.7 feet to a stake on the western edge of said new cut road; thence therewith N. 26 .10 W. 200 feet to the beginning corner.

LESS, HOWEVER, a small lot conveyed off of the northwesterly corner of the subject lot to John F. Westmoreland, et al, recorded on April 30, 1982 in Deed Book 1166 at page 231.

THIS is the identical property conveyed to the Mortgagor by deed of the Mortgagees to be recorded of even date herewith and this mortgage is being given to secure a portion of the purchase price thereof.

The plat dated July 29, 1952, referred to herein was duly recorded in the RMC Office for Greenville County on August 15, 1952 in Plat Book T at Page 452.

This mortgage is second and junior in lien to that certain mortgage held by Bankers Trust of South Carolina in the original amount of \$25,000.00 recorded of even date herewith.



Together with all and singular rights, members, herditaments, 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 Mortgagor 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 Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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