GREENVILLE 00.S. O

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CSTATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W.

WHEREAS,

ROBERT R. MERRELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK AND TRUST COMPANY

(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 ----- TWENTY FIVE THOUSAND FIVE HUNDRED FORTY SIX AND 08/100 ------ Dollars (\$ 25,546.08) due and payable

according to the terms thereof, said note being incorporated herein by reference.

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagoe 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 Mortgagoe 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 Mortgagoe 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 Mortgagoe, its successors and assigns:

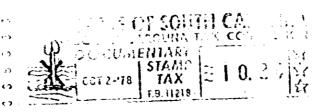
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and Bates Township, about one mile above Travelers Rest and on the Southeast side of the Hendersonville-Greenville Highway, being a part of Lots Number 3 and 4 as shown on plat of property of Geo. Coleman and A.W. Williams as made by W.J. Riddle, Surveyor, March 24, 1937, and being described by metes and bounds, according to said plat, as follows, to wit:

BEGINNING at an iron pin on said Hendersonville-Greenville Highway at the Northwest corner of Lot No. 4 as shown on said plat, and running thence South 8-40 East, 559 feet to a point in Grassy Branch, thence with Branch as line N. 61-30 E., 137 feet to bend; thence N. 74-30 E., 100 feet to bend; thence N. 81-15 E., 212 feet to joint corner of Lots 2 and 3; thence, leaving the branch and running with the line of Lot No. 2, N. 33-35 W., 474 feet to an iron pin at corner of Batson lot; thence along the line of the Batson property, S. 54 W., 117.5 feet to an iron pin at Southwest corner of Batson property; thence N. 32-43 W. along the Western line of Batson lot, 170 feet to Hendersonville-Greenville Highway; thence along said Highway, S. 53 W., 76 feet to the place of beginning.

THIS being the identical premises heretofore conveyed to the mortgagor by Deed of H.H. Merrell dated January 31, 1970 and recorded February 2, 1970 in Deed Book 883 at Page 528 in the Greenville County R.M.C. Office.

THIS is a second mortgage being subject to that first mortgage given to Herman H. Merrell and being recorded in the R.M.C. Office for Greenville County in Mortgage Book 1147 at Page 353 in the original amount of \$15,000.00.

The address of the mortgagee herein is: P.O. Box 544
Travelers Rest, S.C. 29690



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such futures 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 Inwfully socized of the premises heireinabove described in ree 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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