MORTGAGE OF REAL ESTATE -

Ludhi Construction Co. 28 House Street Greenville, SC. 29601

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STATE OF SOUTH CAROLINA C.

MORTGAGE OF REAL ESTATE

300/1609 113/708

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Deborah Ruth Cooley Merritt

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

Perry S. Luthi Trust

(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 Ten Thousand and No/100ths

Dollars (\$ 10.000.00) due and payable

one year from date with interest after maturity at eight (8%) percent per annum

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Morigagor'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, situate, lying and being on the eastern side of South Carolina Highway 20 (Piedmont Highway) and being known and designated as Lot 5 on a plat entitled Survey for Realistic Builders, Inc. recorded in the RMC Office for Greenville County in Plat Book M at page 151, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of S. C. Highway 20, joint front corner of Lots 5 and 6 and running thence along Piedmont Highway N. 18-30 E., 100 feet to a point; thence turning and running S. 71-24 E., 200 feet to a point; thence turning and running S. 18-30 W., 100 feet to a point; thence turning and running N. 71-24 W., 200 feet to a point, the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed from Realistic Builders dated and recorded December 3, 1979, in Deed Book 1116 at page 764 as shown in the records of the RMC Office for Greenville County.

This mortgage is junior and second in priority to that certain mortgage of Mortgagor to Perry S. Luthi Trust recorded in the RMC Office for Greenville County in Mortgage Book 1584 at page 521 on October 29, 1983, in the original amount of \$12,500.00.

> STATE OF SOUTH CAROLINA DOCUMENTARY E 0 4. 0

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 fixtures and equipment, other than the usual household furniture, be considered a part of the reel estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mottgagor covenants that it is lawfully seized of the premises heireinabove 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 whomseever lawfully claiming the same or any part thereof.

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