

MORTGAGE OF REAL ESTATE - Prepared by P. Bradley Murrah, Jr., Attorney at Law, Greenville, S. C.

The State of South Carolina,

County of GREENVILLE

FILED GREENVILLE CO. S. C.

MAY 11 3 32 PM 1954

To All Whom These Presents May Concern:

HERBERT G. MERRITT

OLLIE FARNSWORTH R.M.C. SEND GREETING:

Whereas, I, the said Herbert G. Merritt

hereinafter called the mortgagor(s)

in and by certain promissory note in writing, of even date with these presents, well and truly indebted to BLAKE P. GARRETT, GEORGE P. WENCK and DAVID H. GARRETT

hereinafter called the mortgagee(s), in the full and just sum of EIGHTEEN HUNDRED AND NO/100 - - - - - DOLLARS (\$ 1800.00), to be paid

Due and payable in monthly installments of \$82.72 each on the first day of each and every month until paid in full, with the first payment commencing on the 1st day of June, 1954; payments applied first to interest balance to principal

, with interest thereon from date

at the rate of Six (6%) - - - - - percentum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Blake P. Garrett, George P. Wenck and David H. Garrett, their heirs and assigns:

All that lot of land with the improvements thereon, situate on the northwest side of Melville Avenue in the City of Greenville, Greenville County, S. C., being shown as Lot No. 22 on plat of Aberdeen Highlands made by Dalton & Neves, Engrs., November 1941, revised June 1942, and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book 4, Page 37, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Melville Avenue at joint front corner of Lots 21 and 22 and running thence with the line of Lot 21 N. 35-25 W. 202.0 feet to an iron pin; thence N. 51-31 E. 70.1 feet to an iron pin; thence with the line of Lot 23 S. 35-25 E. 200.1 feet to iron pin on the northwest side of Melville Avenue; thence along the northwest side of Melville Avenue S. 54-25 W. 70 feet to the beginning corner.

This is the same property conveyed to the Grantor herein by deed of Charles T. Merritt, dated November 14, 1951, and recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 440, at Page 20.

Satisfied and Paid in full this 6th day of July, 1955.

Garrett, Wenck & Garrett

By: Blake P. Garrett, Partner

Robert B. Kay

Lewis M. Moore

SATISFIED AND CANCELLED OF RECORD 16 DAY OF July 1955 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 8131 CROCKER # 18179