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## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS WE James A. Merler and Dorothy C. Marler

(Receleration referred to as Merigagor) is well and truly indebted unto Agene C. New, Marjorie C. Smith, Jean C. Ruff. William F. Coleman and Broadus S. Coleman

in monthly installments of \$40.70, beginning October 15, 1972, and continuing on the like date of each month thereafter until paid in full, with payment first to interest and balance to principal,

with interest thereon from date at the rate of Eight per centum per annum, to be paid: monthly

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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, being shown and designated as Lot 13 and Lot 14 on a Plat of Subdivision for S. L. Coleman Estate, dated September, 1960, prepared by J. D. Calmes, recorded in the R.M.C. Office for Greenville County in Plat Book RRR, Page 177, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of an unnamed Road (Brashier Drive) at the joint corner of Lots 2 and 14 and running thence along the side of lot line of Lot 14, N. 81-50 E., 170 ft. to an iron pin on the property line of Thomason; thence with the Thomason property line and the rear lot lines of Lots 13 and 14, S. 8-10 E., 200 ft.; thence continuing with the Thomason property line, S. 39-59 W., 90 ft. to an iron pin at the joint rear corner of Lots 12 and 13; thence with the joint line of Lots 12 and 13, N. 82-16 W., 116.6 ft. to an iron pin on the Southern edge of an unnamed Road (Brasher Drive); thence with the Southern edge of said Road, N. 75-35 E., 8.8 ft. to an iron pin; thence continuing with the edge of said Road and the front lot lines of Lots 13 and 14, N. 8-10 W., 246.7 ft. to an iron pin being the point of beginning. LESS, HOWEVER, a strip of land 8.5 ft. in width and 246.7 ft., more or less, in length, adjacent to and parallel with Brashier Dr., said strip of land having been deeded to Greenville County in Deed Book 838, Page 373, for road purposes.

This is the same property conveyed to the mortgagors by deed of Agnes C. New, Marjorie C. Smith, Jean C. Huff, William F. Coleman and Broadus S. Coleman, to be 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 thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.