

FILED
GREENVILLE CO. S. C.

BOOK 1498 PAGE 144

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MAY 17 11 31 AM '80 MORTGAGE OF REAL ESTATE
DONALD L. MERCK
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LOWELL A. SHIVE and CLARA D. SHIVE

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

HUBERT WILLIAM 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

Eighty-five thousand six hundred Dollars (\$ 85,600.00) due and payable on or before May 5, 1980, or upon the sale of Mortgagors' residence on Henderson Road, whichever occurs first. Said debt to be interest free until May 5, 1980. After that date, the interest rate shall be 14% annually if the debt is not paid and satisfied when due

~~with~~ interest thereon from at the rate of per centum per annum, to be paid: without

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 and City of Greenville, being shown and designated as Lot No. 13 and one-half of Lot 14 of the J. L. BUSSEY PROPERTY, as shown on a Plat recorded in the RMC Office for Greenville County in Plat Book F, at Page 220, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on Club Drive (now Byrd Boulevard), joint corner of Lots 12 and 13, which pin is 75.57 feet south of the intersection of Club Drive (now Byrd Boulevard) and Serrine Drive, and running thence with the joint line of said Lots, S 64-20 W, 200 feet to an iron pin; thence S 23-38 E, 114.33 feet to a point; thence N 64-05 E, 200 feet to an iron pin on Club Drive (now Byrd Boulevard); thence with said Drive, N 23-38 W, 113.36 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Hubert William Merck, to be recorded simultaneously herewith.

ALSO

ALL that certain piece, parcel, or lot of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot No. 1 on a Plat of Section F, of GOWER ESTATES, recorded in the RMC Office for Greenville County in Plat Book JJJ, at Page 99, and having the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Wembly Road, the the joint front corner of Lots 1 and 2 and running thence with the common line of said Lots, S 48-48 W, 181.9 feet to an iron pin; thence N 26-50 W, 266.5 feet to an iron pin on the south-eastern side of Henderson Road; running thence along Henderson Road, N 66-52 E, 150.8 feet to an iron pin; thence with the curve of the intersection of Henderson Road and Wembly Road (the chord of which is S 69-56 E, 36.4 feet) to an iron pin on the south-western side of Wembly Road; thence with Wembly Road, S 26-39 E, 185.7 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Patricia Merrell, dated and recorded June 1, 1973, in Deed Book 975, at Page 854.

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GREENVILLE COUNTY, S.C.

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 fixtures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all 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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