

FILED
GRF CO. S. C.
JAN 6 2 31 PM '83
DONNIE BANKERSLEY
R.M.C.

BOOK 1591 PAGE 104

MORTGAGE

THIS MORTGAGE is made this 3th day of January, 1983, between the Mortgagor, George S. & Janice M. Merritt, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of 30,764.84 AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 3, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1993

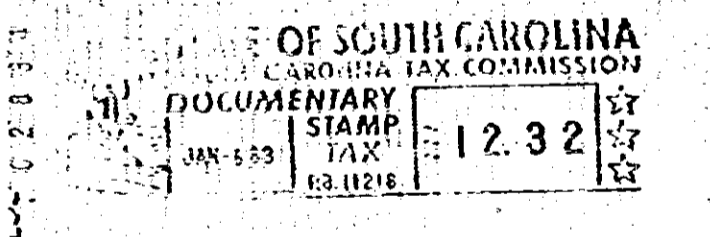
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina:

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the westerly intersection of Stone Ridge Road and Middle Brook Road, said lot being known and designated as Lot No. 152, on plat entitled "Map No. 4, Section One, Sugar Creek" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D, Page 72. Said plat is specifically referred to for a more complete property description.

This conveyance is subject to a 5' drainage and easement on side and rear lot line and line is subject to all restrictions, setback lines, roadways, easement and right of ways, affecting the above described property.

DERIVATION: This being the same property conveyed to the mortgagor by deed of See deed of Cothran & Darby Builders, Inc., recorded in the RMC for Greenville County on February 2nd, 1976 in deed book 1030, page 987.

This is a second mortgage and junior in lien to that mortgage executed by George S. & Janice M. Merritt to American Federal recorded in RMC Office for Greenville County in book No. 415 Page 575 dated 14 Nov 77



which has the address of 106 Stonridge Rd. Greer, SC,
(Street) (City)
29651 (herein "Property Address");
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.