STATE OF SOUTH CAROLINA 22 23 3 44 PM 17 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE JOHNIE S. TANKERS LEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, James M. Abernathy and Mary B. Abernathy

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

Joe Nell Boyd

(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 Eleven Hundred

Dollars (\$1100.00) due and payable

To be paid on or before February 1,1978 without interest if paid on time.

> with interest thereon from

at the rate of

per centum per annum, to be paid:

WHEREAS, the Mortgagor may begeafter 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 here by acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

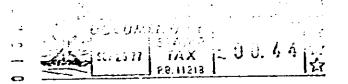
"ALL that certain piece, parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 13 on plat of Sherman Park, Section 2, recorded in Plat Book 4-R at page 66 and having such courses and distances as will appear by reference to said plat.

The above conveyance is subject to all rights of way, easements and protective covenants affecting same appearing upon the public records of Greenville County.

Being the same property conveyed by Ward L. Monroe and Mary W. Monroe to James M. Abernathy and Mary B. Abernathy by deed dated August 7, 1977 and recorded September 1, 1977 as noted in Deed Book 1064 page 1.

This instrument is a second mortgage, the first mortgage given to South Carolina National Bank, recorded in Mortgage Book 1343 at page 534.



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 rich 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 premites unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully secred of the premises hereinabove described in ree simple absolute, that it has good right and is lawfully authorized to sell, convey or ensumber the same, and that the premises are free and clear of all lens 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 whomspever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

1938 BV.21

444