

301 College St.
Greenville, SC

MORTGAGE OF REAL ESTATE -

BOOK 1496 869

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

APR 5 11 51 AM '80
RECEIVED
SHERIFF'S OFFICE
GREENVILLE, S.C.

WHEREAS, JOHN A. BOLEN, INC.

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

(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 Thousand and No/100-----

----- Dollars (\$ 11,000.00) due and payable on or before 30 months from date or when the house to be constructed on Lot #165, Pebble Creek, is rented, leased, with or without option to purchase, conveyed by way of Bond for Title, or sold, whichever shall first occur.

with interest thereon from date at the rate of 13-1/4% per centum per annum, to be paid: at maturity

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 Greenville, being known and designated as Lot No. 165 on plat of Pebble Creek, Phase I, as shown on plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5D at Page 2, and having, according to said plat, such metes and bounds as appears thereon.

THIS being the same property conveyed to the mortgagor herein by deed of Pebblepart, Ltd., a South Carolina Limited Partnership, dated February 29, 1980, recorded in the RMC Office for Greenville County, South Carolina on February 29, 1980 in Deed Book 1121 at Page 2119.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association in the amount of \$69,200.00, which mortgage was recorded in the RMC Office for Greenville County, South Carolina on February 29, 1980 in Mortgage Book 1496 at Page 886.

GCTO --- 1 FEB 29 80 1121

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY STAMP
APR 5 1980
GREENVILLE, 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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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