

301 College St.
Greenville, SC
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

NOV 26 4 56 PM '79
DORIS S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1489 PAGE 376

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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 Thirteen Thousand, Three Hundred, Fifty and No/100-----

----- Dollars (\$ 13,350.00) due and payable as follows: \$5,550.00 due and payable on the date of the first draw on the construction loan to First Federal Savings & Loan Association, Greenville, South Carolina. Balance plus accrued interest to be due when house is rented, leased, sold under Bond for Title, optioned to purchase or sold, or thirty (30) months from date of note, whichever occurs first.

with interest thereon from date at the rate of 12-1/4% 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 9 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof being recorded in the RMC Office for Greenville County, S.C. in Plat Book 5D at Pages 1-5, 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, of even date, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association in the amount of \$72,000.00, which mortgage was recorded in the RMC Office for Greenville County, South Carolina on November 26, 1979 in Mortgage Book 1489 at Page 368 .

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
\$ 0 0 0 0 0 0

GCTO -----2 NO26 79 1403

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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