MORTGAGE OF REAL ESTATE -GREENVILLE CO. S. C.

700 East North St. Breenvelle, \$ 5.29601

STATE OF SOUTH CAROLINA COUNTY OF

GREENVIL AUG 21 10 25 AH '81

MORTGAGE OF REAL ESTATE BOOK 1551 PAGE 347

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

DOUGLAS E. CHEEK and SHEILA W. CHEEK

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

JOHN A. BOLEN, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissing more statement of the terms of which are incorporated herein by reference, in the sum of not to exceed Three Thousand and no/100-Dollars (\$ 3,000,00) due and payable

on or before January 31, 1982,

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 al' 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. 118 on a Plat of PEBBLECREEK, Phase I, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5D, Pages 1-5, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to the Mortgagors herein by deed of Mortgagee, dated August 31, 1981, to be recorded herewith.

The within mortgage is junior in lien to that certain note and mortgage given by Douglas E. Cheek and Sheila W. Cheek to First Federal Savings and Loan Association, dated August 31, 1981, and recorded in the RMC Office for Greenville County, South Carolina, on August 31,481 1981, in Mortgage Book (55), Page 343 ,

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, sucressors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described ir 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.