301 College St. MORTGAGE OF REAL ESTATE -Greenville, SC

800x1487 920E357

STATE OF SOUTH CAROLINAGP, FAVI F CO. S. C. GREENVILLE COUNTY OF

FILED

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN DONNIE S. FANKERSLEY

12 30 PH '79

R.H.C.

WHEREAS,

JOHN A. BOLEN, INC.

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

(Fereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herowith, the terms of which are incorporated herein by reference, in the sum of Thirteen Thousand, Three Hundred, Fifty-two and No/100-----______ Dollars (\$ 13,352.00) due and payable

according to terms set out in Promissory Note.

per centum per annum, to be paid: according to terms at the rate of twelve with interest thereon from date

of promissory note 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 M. rigagor, 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 indicated to the Mortgagor 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, bargamed, 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 166 of a subdivision knonw as Pebble Creek, Phase I, as hoon on plat thereof recorded in the RMC Office for Greenivlle 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., 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 \$74,000.00, which mortgage is dated November 5, 1979 and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1427 at Page 353.

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

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 serzed of the premises herremalouse described in recommple absolute that it has good right and is lassfully authorized to sell, convey or encumber the same, and that the premises are free and car of all hers 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.

attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all s ch fixtures and equipment, other than the

GREENVILLE OFFICE SUPPLY CO. INC.

A usual household furniture, be considered a part of the real estate.

THE SHOW SEEDS AND SHOW