## MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE STATE 3 31 PHTOALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS.

THOMAS H. CLAPP and BARBARA Y. CLAPP

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

JOHN A. BOLEN, INC.

700 E. North

in accordance with the terms of said Note

date

with interest thereon from

at the rate of

per centum per annum, to be paid:

monthly

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:

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, bying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 165 on a Plat of PEBBLE CREEK, 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 within Mortgage is junior in lien to that certain Mortgage given to First Federal Savings & Loan Association by Thomas H. Clapp and Barbara Y. Clapp, dated June 3, 1981, and recorded in the RMC Office for Greenville County, South Carolina on June 3, 1981, in Mortgage Book 1543, Page 196.

The above described property is the same property conveyed to Thomas H. Clapp and Barbara Y. Clapp by John A. Bolen, Inc. by deed dated June 3, 1981, and recorded June 3, 1981, in the RMC Office for said County and State in Deed Book 1149, Page 266.

NOCUMENTARY STAMP = 0 & 20 Tr

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, suo soors 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.

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