

MORTGAGE OF REAL ESTATE

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

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
DEC 3 3 53 PM 1979
DONNIE E. FANKERSLEY
R.M.C.

BOOK 1490 PAGE 199

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 Twelve Thousand, Five Hundred and No/100-----
Dollars (\$ 12,500.00) due and payable

on or before April 1, 1980, or when the house constructed on Lot 223, Canebrake, Phase II, is sold, rented, leased, optioned to purchase, conveyed by way of Bond for Title, which-ever shall first occur.

with interest thereon from ----- at the rate of Zero (0%)-- per centum per annum, to be paid:-----

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. 223 on plat of subdivision known as Canebrake II, Sheet 2 according to plat prepared by Arbor Engineering, Inc., dated June, 1979, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 7C at Page 41, 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 College Properties, Inc., dated November 21, 1979, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage given to South Carolina National Bank in the amount of \$50,200.00, which mortgage is dated December 3, 1979 and recorded in the RMC Office for Greenville County, South Carolina on December 3, 1979 in Mortgage Book 1490 at Page 191 .

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
\$ 05.00
RECEIVED

GCTO ----- DE 3 79 349

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.

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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