

1300 E. Washington  
Greenville, SC

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE, S.C.  
MORTGAGE OF REAL ESTATE BOOK 1524 PAGE 59

NOV 10 1980  
TO ALEXANDER PERES PRESENTS MAY CONCERN:  
JOHN A. BOLEN, INC.  
R.M.C.

WHEREAS, JOHN A. BOLEN, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto DEVENGER ROAD LAND COMPANY

(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 Sixteen Thousand, Four Hundred, Forty-four and 85/100----- Dollars (\$ 16,444.85 ) due and payable

six (6) months from date on from proceeds of first draw on construction loan at First Federal Savings & Loan Association of Greenville, SC, whichever shall first occur.

with interest thereon from date at the rate of 13% 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 273 as shown on plat of Devenger Place, Section 12, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 7X at Page 18, 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 Devenger Road Land Company, dated October 15, 1980, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association of Greenville, SC, in the amount of \$61,600.00, dated November 10, 1980, and recorded in the RMC Office for Greenville County, SC on November 10, 1980 in Mortgage Book 1524 at Page 53.

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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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