

DEC 27 12 37 PM '81

BOOK 1560 PAGE 880

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BANKERSLEY
R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM J. BOSWELL, JR. & KATHRYN H. BOSWELL

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

(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 Eight Thousand & no/100 Dollars (\$ 8,000.00) due and payable in full on or before December 30, 1985

with interest thereon from date at the rate of twelve per centum per annum, to be paid quarterly.

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, City of Greenville, on the Northern side of East Tallulah Drive, being known and designated as Lot No. 118 and portions of Lots Nos. 117 and 119 as shown on a plat of Property of D. T. Smith Estate, prepared by Dalton & Neves Eng., dated May, 1935 and recorded in the RMC Office for Greenville County in Plat Book H at Page 279, and having, according to a more recent plat prepared by Carolina Surveying Co., dated December 22, 1981, entitled "Property of William J. Boswell, Jr. & Kathryn H. Boswell", recorded in the RMC Office for Greenville County in Plat Book 8X at Page 32, the following metes and bounds, to-wit:

BEGINNING at a point in the center of a concrete wall in the front line of Lot No. 117, which point is located 370 feet in a Northeasterly direction from the interesection of Penn Street and East Tallulah Drive and running thence through Lot No. 117, N. 25-20 W., 241.8 feet to an iron pin; thence N. 65-26 E., 175 feet to an iron pin in the rear line of Lot No. 119; thence through Lot No. 119, S. 25-20 E., 239.4 feet to an iron pin on the Northern side of East Tallulah Drive and in the front line of Lot No. 119; thence with the Northern side of East Tallulah Drive, S. 64-40 W., 175 feet to the point of beginning.

This being the identical property conveyed to the Mortgagor by deed of the Mortgagee herein, said deed to be recorded on even date herewith.

This mortgage is second and junior in lien to that certain mortgage given in favor of Bankers Mortgage Corporation, recorded even date herewith in the RMC Office for Greenville County in REM Book 1560 at Page 868, and having a present balance of \$73,000.00.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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