

Suite 1, 700 E. North St.
Greenville, SC 29601

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
MAR 15 1 40 PM '82
DONALD
R.M.C.
KERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MICHEL W. GIBBS and ELIZABETH GIBBS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN A. BOLEN, INC.

(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 NINE THOUSAND SIX HUNDRED EIGHTY-ONE and 47/100

Dollars (\$ 9,681.47) due and payable

on demand,

with interest thereon from DATE at the rate of 14% 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 No. 199 of a subdivision known as Canebrake II, Sheet 1, according to revised plat thereof prepared by Arbor Engineering, Inc., dated June, 1979, and revised November 21, 1979, being recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 79, and having, according to said plat, such metes and bounds as appears thereon.

THIS being the same property conveyed to the mortgagors herein by deed of John A. Bolen, Inc., of even date, ~~to be recorded herewith~~ recorded March 11, 1982.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association of South Carolina, in the original amount of \$69,350.00, dated February 18, 1981 and recorded in the RMC Office for Greenville County on February 19, 1981 in Mortgage Book 1532 at Page 935.

This mortgage is being re-recorded to change the name of Mortgagor to Michel W. Gibbs instead of Michael Gibbs.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
MAR 15 1982

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4.0001

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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