

1316 177

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } JUL 10 12 19 PM '74
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, James P. Boling and Sara D. Boling

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, its successors and assigns forever,

(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

Six Thousand Five Hundred Eight and 32/100 ----- Dollars (\$ 6,508.32) due and payable

with interest thereon from August 1, 1974 at the rate of 12.75 per centum per annum, to be paid in equal monthly installments of \$154.96

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, in Chick Springs Township, on the southeastern side of Mabel Avenue (now known as Yorkshire Drive), and being known and designated at Lot 40 as shown on plat prepared by Dalton & Neves, Engineers, dated March, 1954 entitled "Combined Map of Plats 1-2-3, Property of James M. Edwards" and recorded in the R. M. C. Office for Greenville County in Plat Book EE at Page 60 and having according to a more recent plat prepared by Piedmont Engineering Service, dated April 23, 1957 entitled "Property of Robert F. Thompson and Cebelle P. Thompson" the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Mabel Avenue at the joint front corner of Lots 40 and 41, running thence with the line of Lot 41, S. 47-08 E. 200 feet to an iron pin; thence S. 42-52 W. 100 feet to an iron pin at the joint rear corner of Lots 39 and 40; thence with the line of Lot 39, N. 47-08 W. 200 feet to an iron pin on the southeastern side of Mabel Avenue; thence with the southeastern side of Mabel Avenue, N. 42-52 E. 100 feet to the beginning corner.

This conveyance is made subject to any restrictions or easements that may appear of record, on the recorded plat(s), or on the premises.



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 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.

4328 RV-2