

GREENVILLE
REC'D 23 10 35 AM '75
SOUTH CAROLINA
RECORDERS

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Howard W. Boley and Katharine P. Boley

(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

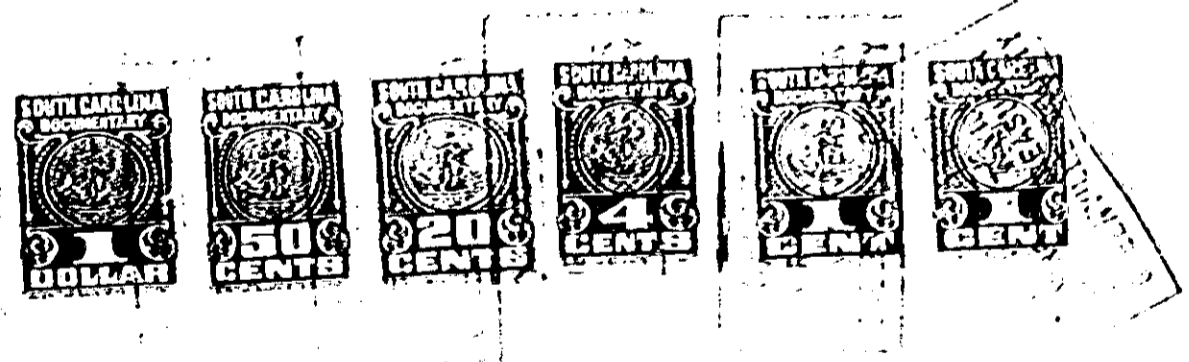
Forty-three Hundred Forty-two and 80/100----- Dollars (\$ 4,342.80) due and payable in 60 monthly installments of \$72.38 commencing on the 1st day of February, 1975, and on the same date of each successive month thereafter until paid in full with interest thereon from at the rate of per centum per annum, 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. 8, on plat of J. H. Mauldin recorded in plat book Y page 73 of the RMC Office for Greenville County, S. C., said lot having a frontage of 70 feet on the southwest side of Hindman Drive, formerly Townes Street Extension, a depth of 228 feet on the northwest side, a depth of 217.1 feet on the southeast side, and a rear width of 70.8 feet.

This mortgage is junior to mortgage to Canal Insurance Company in the amount of \$11,600.00, dated November 27, 1957 and recorded in Mortgage Book 731, Page 191.



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.

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