

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

1358 800

MORTGAGE OF REAL ESTATE

JUN 26 2 22 PM '76 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, we, B. Franklin Boles and Brenda P. Boles,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Tom Gibbs

(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

Two Thousand, One Hundred Fifty and No/100-----Dollars (\$ 2,150.00) due and payable

according to the terms of said note

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, near the City of Greenville, being known and designated as Lot No. 236 Augusta Road Ranches, Plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book "M", Page 47, and having according to said Plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northerly side of Gatlin Avenue, which iron pin is 385.7 feet west from the intersection of Old Augusta Road and Gatlin Avenue, at the corner of Lot 235 and running thence N. 0-13 W. 140 feet to a stake at the corner of Lot 258; thence S. 89-47 W. 60 feet to a stake at the corner of Lot 237; thence S. 0-13 E. 140 feet to a stake on Gatlin Avenue; thence with the Northerly side of Gatlin Avenue, N. 89-47 E. 60 feet to a stake, the point of beginning; being the same conveyed to us by Junios Boles and Lola Mae Boles by deed dated April 23, 1974 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 997, at Page 598."

This is a second mortgage and is junior in lien to that certain mortgage executed by the mortgagors in favor of First Federal Savings and Loan Association of Greenville, S. C.



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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