

700 E. North St.
Greenville, SC

MORTGAGE OF REAL ESTATE -
S.C.

BOOK 1529 PAGE 197

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 2 4 11 PM '81
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, L. DALE GILBERT and TRUDIE M. GILBERT

(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 Eighteen Thousand, Six Hundred, Eighty and 93/100-----

Dollars (\$ 18,680.93) due and payable

on January 2, 1983.

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 9 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book 5D at Pages 1-5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Stallings Road, joint front corner of Lots 9 and 8 and running thence along the common line of said Lots, N. 73-44 W. 177.05 feet to an iron pin; thence turning and running along the rear line of Lot 9, S. 37-06 W. 90.0 feet to an iron pin; thence turning and running along the common line of Lots 9 and 10, S. 57-20 E. 164.24 feet to an iron pin on Stallings Road; thence turning and running along Stallings Road, N. 37-49 E. 140.0 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of John A. Bolen, Inc., dated December 31, 1980, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association of Greenville, SC in the amount of \$83,000.00, dated December 31, 1980, recorded in the RMC Office for Greenville County on January 2, 1981 in Mortgage Book 1529 at Page 151.

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RECORDED IN THE
R.M.C. OFFICE
ON JAN 2 4 11 PM '81

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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