

Greenville, S.C. 29609
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

8025 1014 1013
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
GREENVILLE S.C.
JUL 1 17 PM '93
JONNIE S. [unclear]

WHEREAS, THREE O'NINE PARTNERSHIP (hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES A BOLING AND JACQUILINE E. BOLING

(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 Fifty-four Thousand and no/100's ----- Dollars (\$54,000.00) due and payable

with interest thereon from _____ date _____ at the rate of ten (10) per centum per annum, to be paid: according to said Note.

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, lying and being at the southeastern corner of the intersection of Augusta Street with University Street (also known as University Ridge) in the City of Greenville, being shown and designated as a portion of Lots 1 and 2 on a plat of property of W. D. Workman, made by R. E. Dalton, Engineer, dated 1919, and recorded in the RMC Office for Greenville County in Plat Book E, page 147, and having, according to a more recent plat thereof made by R. W. Dalton, dated July 1953, the following metes and bounds, to-wit:

BEGINNING at a point at the southeastern corner of the intersection of Augusta Street with University Street and running thence along the eastern side of Augusta Street, S. 34-12 W., 82.8 feet to a point in the center of a 13-inch brickwall; thence a line through the center of said brick wall and continuing in a line with a projection thereof, S. 52-22 E., 95 feet to an iron pin on the western side of a 10-foot private alley; thence with the western side of said Alley, N. 34-08 E., 78.9 feet to an iron pin on the southern side of University Street; thence along the line of the southern side of University Street, N. 50 W., 95.2 feet to an iron pin, the beginning corner.

ALSO, all the right, title and interest of the grantor in and to that certain 10-foot alley lying south of the above described property with all benefits and privileges arising out of the same and subject to a right of way for ingress and egress in, to and across said 10-foot alley for the use and benefit of owners and tenants of property adjoining the above described property on the southwestern side thereof as described in a deed recorded in the RMC Office for Greenville County, SC in Deed Book 202 at Page 119.

This being the same property conveyed to the Mortgagors by Deed of even date to be recorded herewith.

SC 70
JUL 1 1993
627

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS COMMISSION
DOCUMENTARY
STAMP
TAX
21.60

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.

6
4
0

4328