

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

COPIED FILED  
TO S.C.  
R.M.C. SHELLEY

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

WHEREAS, JAMES M. BOITER

(hereinafter referred to as Mortgagor) is well and truly indebted unto FREDERICK LOLLIS

(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

Ten Thousand Four Hundred and No/100 ----- Dollars (\$ 10,400.00----- ) due and payable

in five installments of Two Thousand Seven Hundred Forty-Three Dollars and 49/100 (\$2,743.49), with the first installment due on the date of execution of this note and mortgage and one of the remaining installments due annually on the same date in each of the following four years.

with interest thereon from 12/1/82 at the rate of 10.00 per centum per annum, to be paid as stated above.

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, on the southeastern corner of Ashmore Bridge Road and Crestwood Drive, being known and designated as Lot 53 on plat of Peachtree Terrace Subdivision made by Dalton & Neves, dated January, 1956 and recorded in the RMC Office for Greenville County in Plat Book EE, Page 189 and a more recent plat by J. L. Montgomery, III, RLS dated May 16, 1979 for Benjamin Jerry Holcombe and Bernice Holcombe and recorded in the RMC Office for Greenville County in Plat Book 7E, Page 102 and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Crestwood Drive and running thence with said Drive S. 66-50 W., 96.3 feet to an iron pin; thence S. 21-16 E., 100.0 feet to an iron pin; thence S. 14-55 E., 50.0 feet to an iron pin; running thence along the rear of the Lot N. 72-18 E., 105.0 feet to an iron pin; thence N. 22-18 W., 159.1 feet to an iron pin on Crestwood Drive, the point of beginning.

This is the identical property conveyed to the grantor by deed of William Edward Hunt as recorded in the RMC Office for Greenville County in Deed Book 1127 at Page 5 on 6/4/80.

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

RECORDED  
--- / DE 15 83 1221

RECORDED  
--- / DE 15 83 1221

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 Mortgagee 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.