

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
REC. 1559 PAGE 390
CO. S. C.
10 25 AM '81
AMERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, John S. Hutchins and Martha W. Hutchins,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Twenty-Two Thousand Nine Hundred Ninety and 80/100- --
----- Dollars (\$ 22,990.80) due and payable
in sixty (60) equal monthly installments of Three Hundred Eighty-Three Dollars and Eighteen (\$383.18) Cents each, commencing on the 15th day of January, 1982, and continuing on the 15th day of each and every month thereafter, until paid in full

with interest ^{after maturity} thereon ~~to be paid~~ at the rate of 10% per centum per annum, to be paid: after 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 on the northern side of Lee Haven Court, in Section 2, Barbrey Heights Subdivision, which is known and designated as Lot No. 33 of that Subdivision, as shown on a plat thereof recorded in the Office of the R.M.C. for Greenville County, South Carolina in Plat Book "BBB", at Page 175, and which is described more particularly according to said plat as follows:

BEGINNING at an iron pin on the northern side of Lee Haven Court, joint front corner of Lots Nos. 33 and 32, and running thence N. 16-17 W. 115 feet to an iron pin; thence N. 73-43 E. 115 feet to an iron pin; thence S. 16-17 E. 115 feet to an iron pin; thence S. 73-43 W. 115 feet to an iron pin, the point of beginning.

This is the same property conveyed to John S. Hutchins and Martha W. Hutchins by deed from George Ronney, Secretary of Housing and Urban Development recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 898, at Page 361 on September 15th, 1970.

This mortgage is junior and inferior to a certain first mortgage in favor of National Homes Acceptance Corporation, which is recorded in the R.M.C. Office for Greenville County, South Carolina in REM Book 1166, at Page 417, with a principal amount of \$16,100.00

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental or appertaining, and of all 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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