

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY COME

FILED VOL 1633 PAGE 09
OCT 1 4 33 '83
JURIM... SLEY
R.M.C.

WHEREAS, Richard J. Hughes and Shirley Hughes

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert A. Hazard

(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-five Thousand

Dollars (\$25,000.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid. As set forth in 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

ALL that piece, parcel, or lot of land in Greenville County, South Carolina, about 4 miles west of the City of Greenville near the Old Easley Bridge Road, being known and designated as part of Lot 10 of a subdivision known as "Avice-Dale," as shown in Plat Book B, Page 53, in the RMC Office for Greenville County, South Carolina and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Avice-Dale Drive joint front corner of Lots 10 and 11 and running thence with the joint line of said Lots S 55-20 E 635.2 feet to an iron pin; thence S 32-00 W 329.14 feet to an iron pin joint rear corner with property owned by Gerald D. Corn; thence with the common line of Corn property N 58-30 W 406.79 feet to an iron pin; thence N 35-31 E 96 feet to an iron pin; thence N 47-44 W 214 feet to an iron pin on the south side of Avice-Dale Drive; thence with said Drive N 32-23 E 20 feet to an iron pin; thence continuing with said Drive N 25-58 E 200.8 feet to an iron pin; thence continuing with said Drive N 22-21 E 8.8 feet to the beginning corner and containing 5.3 acres.

DERIVATION: This being a portion of the same property conveyed to Mortgagor herein by deed of Gary C. Davis as recorded in the RMC Office for Greenville County, South Carolina, in Deed 1201, Page 667, on November 1, 1983.

This mortgage is non-assumable. Any transfer of the property described above by any means, including, but not limited to, sell, lease for a period longer than one year, bond for title, lease with option to purchase, contract for deed, or any other means, shall cause the indebtedness evidenced by the mortgagor's promissory note to immediately become due and payable at the option of the Note holder. Note holder shall be notified of any such intended transfer.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED IN THE R.M.C. OFFICE
ON OCTOBER 1 4 33 '83

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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1633-09