

FILED
S.C.

184 / 735

MORTGAGE

REC'D
DEEDS
R.H.C.

THIS MORTGAGE is made this 10th day of February, 1984 between the Mortgagors, Albert R. Hughes and Cathy S. Hughes (herein "Borrower"), and the Mortgagee, Alliance Mortgage Company, a Florida Corporation, a corporation organized and existing under the laws of Florida, whose address is Jacksonville, Florida 32232 (herein "Lender").

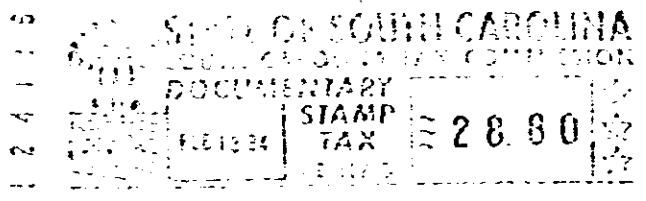
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-two Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2014.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that piece, parcel or lot of land, with improvements thereon, situate, lying and being on the northern side of Chestnut Oaks Circle near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a portion of Lot No. 124 of a subdivision known as Holly Tree Plantation Phase II, Section II recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 27 and according to a more recent plat prepared by Carolina Surveying Company dated January 25, 1984 entitled "Property of Albert R. Hughes and Cathy S. Hughes" recorded in the R.M.C. Office for Greenville County in Plat Book 10-H at Page 54, has the following metes and bounds, to-wit:

BEGINNING at an old iron pin at the joint front corner of Lots Nos. 124 and 125 and running thence with the joint line of said lots N. 0-04 W., 228.86 feet to an old iron pin; running thence N. 69-07 E., 45 feet to an old iron pin at the joint rear corner of Lots Nos. 124 and 123; running thence with the joint line of said lots S. 18-46 E., 213.3 feet to an old iron pin on the northern side of Chestnut Oaks Circle; running thence with the northern side of Chestnut Oaks Circle S. 64-43 W., 78 feet to an old iron pin; thence continuing S. 76-20 W., 41 feet to an old iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Franklin Enterprises, Inc. recorded herewith.



which has the address of Chestnut Oaks Circle, Simpsonville, South Carolina 29681 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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