

P.O. Box 189, Piedmont, SC 29673

BOOK 1425 PAGE 329

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, **I, WAYNE C. HUGHEY,**

hereinafter referred to as Mortgagor is well and truly indebted unto **SOUTHERN BANK & 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

EIGHT THOUSAND, SEVEN HUNDRED FIFTY-THREE & 40/100 DOLLARS \$8,753.40 due and payable
in **SIXTY (60) MONTHLY** payments of **\$145.89** per month, commencing **April 8, 1978**
and continuing at the rate of **\$145.89** per month until paid in full

with interest thereon from _____ date _____ **APR**
at the rate of **12.40%** per centum per annum, to be paid **monthly**

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 to which the Mortgagor may be indebted to the Mortgagee at any time, the 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 Mortgagee, in and well and truly paid by the Mortgagor 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**, containing **4.08 acres more or less** according to a plat of the property of **Larry Jackson Meares** made by **James P. Strickland** January, 1978, as shown on Plat Book _____, page _____, and having according to said plat the following courses and distances, to wit:

BEGINNING at iron pin in center of Greenville Road at joint front corner of property of Meares and V. T. Enloe and running thence along said center of said road N. 0-30 E. 229.1 feet to iron pin; running thence along joint line of the 4.08 acres more or less and a tract containing 1.31 acres more or less S. 88-35 E. 276.9 feet to iron pin; running thence N. 29-28 E. 106.3 feet to iron pin on line of property now or formerly of H. B. Rhodes, Jr.; running thence along Rhodes property S. 60-47 E. 283.5 feet to iron pin; thence continuing with the Rhodes property S. 59-23 E. 376.6 feet to iron pin; running thence S. 80-00 W. 500.7 feet to iron pin; running thence N. 0-30 E. 175 feet to iron pin; running thence with Enloe line S. 80-00 W. 417 feet to iron pin in center of Greenville Road.

This property is also shown on the County Block Book at Sheet 612.3-1-21 and is the same property conveyed to the Mortgagor herein by deed of Larry Jackson Meares of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.



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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.

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