

FILED

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The State of South Carolina,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern:

CHARLES E. UPCHURCH and CARMEN H. UPCHURCH SEND GREETING:

Whereas, **we**, the said Charles E. Upchurch and Carmen H. Upchurch
hereinafter called the mortgagor(s) in and by **our** certain promissory note in writing, of even date with these presents,
are well and truly indebted to **DAVID L. HUGHES**

hereinafter called the mortgagee(s), in the full and just sum of **Twenty One Thousand Six Hundred -----**
----- DOLLARS (\$21,600.00), to be paid
six (6) months after date

, with interest thereon from **date**
at the rate of **six (6%)** annually **percentum per annum, to be computed and paid**
interest at the same rate as principal. **until paid in full; all interest not paid when due to bear**

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That **we**, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to **us**, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said
DAVID L. HUGHES, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the East side of Yancy Drive, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 17 on plat of Lake Forest Heights made by Piedmont Engineering Service, November 1955, recorded in the RMC Office for Greenville County, S. C., in Plat Book "GG", page 153, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of Yancy Drive at joint front corner of Lots 16 and 17, and running thence along the line of Lot 16, N. 71-48 E. 197.4 feet to an iron pin; thence with the line of Lot 18, S. 8-10 E. 173.1 feet to an iron pin on the North side of an unnamed street; thence along said unnamed street S. 81-50 W. 147 feet to an iron pin; thence with the curve of said unnamed street and Yancy Drive (the chord being N. 63-44 W. 44.8 feet) to an iron pin on the East side of Yancy Drive; thence with the East side of Yancy Drive N. 15-13 W. 110.1 feet to the beginning corner.

This is the same property conveyed to us by deed of T. A. McCarter, et al, to be recorded herewith.