

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 6 3 38 PM '77

WHEREAS, RONALD E. HUGHEY
DONNIE S. TANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. M. WEBSTER, JR. AND W. M. WEBSTER, III

(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 Ninety-Nine and 62/100 ----- Dollars (\$ 22,099.62) due and payable

January 7, 1977

with interest thereon from date _____ at the rate of eight (8%) per centum per annum, to be paid: January 7, 1977.

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, the Mortgagee's heirs, 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, and being shown as Lot 9 on a plat of property of J. P. Stevens & Co., Inc. recorded in the R.M.C. Office for Greenville County in Plat Book LLL, Page 65, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in line of right-of-way of Charleston Street at the joint front corner of Lots 8 and 9 and running thence with the common line of said Lots N. 54-15 W. 229.65 feet to an iron pin; thence N. 10-07 E. 104.6 feet to an iron pin; thence S. 79-20 E. 319.65 feet to an iron pin on Charleston Street; thence with said Street, S. 39-26 W. 230 feet to the point of beginning.

This is a mortgage second to that of a mortgage given by the Mortgagees herein to The Peoples National Bank and currently held by Bankers Trust of South Carolina, recorded in the R.M.C. Office of Greenville County in Mortgage Book 1112 at Page 463, with a current outstanding balance of \$42,900.38.

This mortgage is subject to the Land and Building Lease given by the Mortgagees to American Dairy Queen Corporation on November 8, 1968.

The property mortgaged herein is the same property conveyed to the Mortgagor by deed of the Mortgagees dated October 1, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1044 at Page 148 .



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 is 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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