

Post Office Box 97
Inman, S.C. 29349

FILED **MORTGAGE**
GREENVILLE CO. S. C.

REC-1491 11-21-79

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA }
COUNTY OF SPARTANBURG } ss: JOHN S. TANKERSLEY R.H.C.

11 21 AM '79

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Ray Charles Hughes, Jr., and Bobbie L. Hughes of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

Bell Federal Savings & Loan Association

, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Thirty-One Thousand Five Hundred and No/100 Dollars (\$ 31,500.00), with interest from date at the rate of Seven and Three-Fourths per centum (7.75 %) per annum until paid, said principal and interest being payable at the office of Bell Federal Savings & Loan Association in Inman, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Twenty-Five and 86/100---- Dollars (\$ 225.86), commencing on the first day of February, 19 80, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2010.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that piece, parcel or tract of land situate, lying and being on the Northern side of U.S. Highway 276, also known as S.C. Highway 11, and on the Eastern side of Church of God Circle, near the City of Greenville, in the County of Greenville, State of South Carolina, and shown as a 2.7 Acre Tract on a plat prepared for Ray Charles Hughes, Jr., and Bobbie L. Hughes by W. R. Williams, Jr., dated November 29, 1979, and has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of U.S. Highway 276, also known as S.C. Highway 11, which iron pin is 39 feet Northeast from the intersection of said Highway and Church of God Circle, and running thence N. 35-08 W. 135.7 feet to an iron pin on the Eastern side of Church of God Circle; running thence with the Eastern side of said Circle N. 16-25 W. 145.7 feet to an iron pin; thence continuing with said Circle N. 41-02 W. 131.4 feet to an iron pin in the line of property now or formerly of Redding; running thence with that line N. 60-27 E. 183.2 feet to an iron pin on the banks of a stream; running thence with the Creek as the line S. 60-41 E. 33 feet to an iron pin in the line of property now or formerly of Kelley; running thence with the Kelley line N. 55-00 E. 90 feet to an iron pin; running thence S. 35-12 E. 172.8 feet to an iron pin; running thence S. 9-02 E. 308.8 feet to an iron pin on the Northern side of U.S. Highway 276, also known as S.C. Highway 11; running thence with the Northern side of said Highway S. 81-48 W. 206.4 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagors herein by Freddie K. Gillespie by Deed executed simultaneously herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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