

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C.STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, MARCUS HUGHES and NAOMI P. HUGHES

(hereinafter referred to as Mortgagor) is well and truly indebted unto PATRICK H. BROCKMAN, TRUSTEE under Trust Agreement dated July 3, 1980

(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

Seven Thousand and No/100-----Dollars (\$ 7,000.00) due and payable

according to the terms of the promissory note executed herewith,

with interest thereon from date at the rate of 10% per centum per annum, to be paid according to the terms of the promissory note executed herewith.

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:

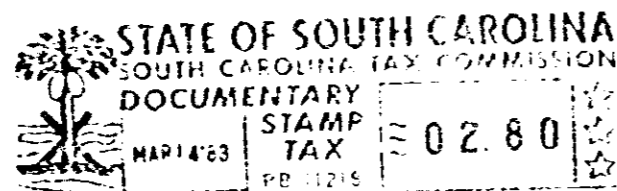
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, containing 4.54 acres, more or less, as shown on plat entitled "Property of Marcus & Naomi P. Hughes" and recorded on even dated herewith, and having, according to said plat, the following description:

BEGINNING at a point in the center of S.C. Highway No. 253, joint front corner with property now or formerly owned by Zimmerman, and running thence, S. 80-12 E., 717 feet to an iron pin, joint rear corner with Zimmerman; thence N. 22-19 W., 457.1 feet to an iron pin; thence S. 74-37 W., 188.5 feet to an iron pin; thence N. 87-23 W., 306.7 feet to a point in the center of S.C. Highway No. 253; thence S. 9-09 W., 50 feet to a point; thence S. 8-17 W., 100 feet to a point; thence S. 7-54 W., 100 feet to a point; thence S. 8-09 W., 25 feet to a point, the point of beginning.

This is the same as conveyed to the Mortgagors herein by Deed of Patrick H. Brockman, Trustee under Trust Agreement dated July 3, 1980, recorded on even date herewith.

This mortgage not assumable without mortgagee's consent. Balance due in full upon sale, transfer or conveyance of the above-described property in whole or part.

Mortgagee's Address: 619 N. Main Street
Greenville, South Carolina 29601

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.