

25 N. Pleasantburg Dr  
Greenville, SC 29615

FILED  
GREENVILLE CO. S. C.

BOOK 1446 PAGE 423

APR 5 11 50 AM '76

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

ELISABETH A. HUMPHRIES

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, DONALD H. HUMPHRIES, JR. and ELISABETH A. HUMPHRIES,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

C. DAN JOYNER AND CO., INC.,

(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

SIX THOUSAND AND NO/100 -----Dollars (\$ 6,000.00 ) due and payable

Per terms of note of even date herewith.

with interest thereon from date at the rate of eight (8) per centum per annum, to be paid:

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, 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, lying and being on the westerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot 131 on plat entitled "Map No. 4, Section One, Sugar Creek", as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5D, at Page 72, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Sugar Creek Lane, joint front corner of Lot Nos. 130 and 131 and running thence with the common line of said lots N. 57-39-28 W. 183.33-feet to an iron pin, joint rear corner of Lots Nos. 130 and 131; thence S. 36-16-35 W. 181.10-feet to an iron pin; thence S. 37-18-12 E. 72.5-feet to an iron pin, joint rear corner of Lot Nos. 131 and 132; thence with the common line of said lots N. 82-55-12 E. 211.30-feet to an iron pin on the westerly side of Sugar Creek Lane, joint front corner of Lot Nos. 131 and 132; thence along the westerly side of Sugar Creek Lane on a curve the chord of which is N. 07-37-52 E. 93.96-feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors by deed of even date herewith from E. Morris Hawks and Carolyn P. Hawks; and being conveyed the E. Morris Hawks and Carolyn P. Hawks from M. Graham Profitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc., a South Carolina Corporation as recorded in the R.M.C. Office for Greenville County in Deed Book 1031, at Page 513 on February 11, 1976.

GCTO

The mortgagors have right to prepay without penalty.

This mortgage is junior in lien to that certain mortgage given to Fidelity Federal Savings & Loan Association of this date.

200.578 1453

RECEIVED  
STATE TAX  
02.00

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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