

The lot herein described as Lot # 11, Sec. G., on plat of Stone Land Co is hereby released from the lien of this mortgage, under sale and foreclosure in the case of W. P. Merritt vs Mills H. Hughey, et al., which is now on file in the office of the Clerk of Court for Greenville Co. See judgment Roll J - 4385, this March 21st, 1962. *E. J. Jurney*  
attest: *Ollie Farnsworth*  
at 3:30 P.M. # 23268.

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Hughey to Fidelity Federal Savings & Loan Association in the original amount of \$10,000.00 dated July 31, 1958, and recorded in Mortgage Book 754, at page 325; (2) Mortgage given by Mills H. Hughey to Central Realty Corporation in the original amount of \$3,000.00 dated September 11, 1958, and recorded in Mortgage Book 758, at page 525.

The above described property is the same conveyed to mortgagors by deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 509, page 232.

**ALSO:** ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the South side of East Earle Street, in the City of Greenville, being shown and designated as Lot No. 11, Section G, on plat of Stone Land Company, recorded in Plat Book A at pages 337, page 345, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of East Earle Street, at the joint corner of Lots 9 and 11, said pin also being 240 feet East of the Southeast corner of the intersection of Bennett Street and East Earle Street, and running thence with the line of Lot No. 9, S. 18-30 W. 206.5 feet to an iron pin; thence S. 71-20 E. 60 feet to an iron pin, corner of Lot No. 13; thence with the line of Lot 13, N. 18-30 E. 206.5 feet to an iron pin on the South side of East Earle Street; thence with East Earle Street, N. 71-20 W. 60 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 630, page 6.

This mortgage covering the above described property is junior in rank to the lien of the following mortgages: (1) Mortgage given by Carroll L. Pell and Ruth B. Pell to Fidelity Federal Savings & Loan Association in the original amount of \$10,900.00 dated September 12, 1957, and recorded in Mortgage Book 724, page 368; (2) Mortgage given by Carroll L. Pell and Ruth B. Pell to District Trustees of the Methodist Church in the original amount of \$2100.00 dated September 12, 1957, and recorded in Mortgage Book 724, page 305.

**ALSO:** ALL that piece, parcel or lot of land in Greenville County, S. C. being known and designated as Lot 11 in a subdivision known as Rosewood Park as shown by plat thereof of Terry T. Dill recorded in the RMC Office for Greenville County in Plat Book TT at page 31, and having according to a revision of said plat recorded in Plat Book TT, at page 30, the following courses and distances, to wit:

BEGINNING at an iron pin on Ike's Road, near its intersection with Brushy Creek Road, said pin being at joint corners of Lots 11 and 12 and running thence with the joint line of said lots S. 10-00 E. 206.6 feet to an iron pin at the joint rear corner of said lots on line of Lot 19; thence along the line of Lot 19, S. 81-41 W. 42.8 feet to an iron pin at joint rear corner of Lots 19 and 20; thence along the line of Lot 20, S. 80-08 W. 11.3 feet to an iron pin at the joint rear corner of Lots 10 and 11; thence along the joint line of said lots N. 21-38 W. 193.2 feet to an iron pin on the Southern side of Ike's Road; thence with Ike's Road, N. 69-11 E. 95 feet to the beginning corner.

This mortgage covering the above described property is junior in rank to the lien of the following mortgages: (1) Mortgage given by Mills H. Hughey to First Federal Savings & Loan Association in the original amount of \$93.00 on March 28, 1960 and recorded in Mortgage Book 819 at page 574; (2) Mortgage given by Mills

H. Hughey to George D. Stewart and Henry Vaughn in the original amount of \$2067.50, dated March 28, 1960, and recorded in Mortgage Book 819, at page 503.

This is the same property conveyed to Mills H. Hughey by deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 647, page 77. *L.M.H.*

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) **its** ~~his~~ successors and Assigns. And **we** do hereby bind **ourselves, our** Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) **its** ~~his~~ successors and Assigns, from and against the mortgagor(s), **our** Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

For value received, the South Carolina National Bank of Charleston by its duly qualified officer has hereby assigned, without recourse, the within mortgage to Joyce D. Kasserer and Minnie W. McLamish, their heirs and assigns, this 2nd day of October, 1961.

Witness: *James B. Dray*  
*James D. Hatfield*  
*James D. Hatfield*

Assignment recorded Dec. 8, 1961 at 3:56 P.M. # 14520