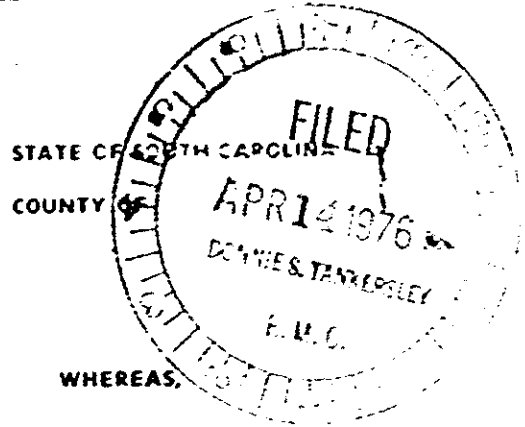


1334 831



MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Ben P. Hughes, Jr.

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Fayette State Bank, Peachtree City, Fayette County, Georgia, a Corporation, its

(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 Five Thousand Six Hundred Fourteen and 90/100

Dollars, \$ 5,614.90 ; due and payable

on or before April 2, 1977

with interest thereon from date at the rate of 9. 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

All that certain piece, parcel or lot of land with the buildings and improvements thereon, fronting on the Southwest side of Augusta Court Street, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 55 of Block D, on plat of Augusta Court made by R. E. Dalton, Engineer, April 1923, and recorded in the R. M. C. Office for Greenville County in Plat Book F, at page 124, and having, according to said plat and a recent survey made by W. J. Riddle, Surveyor, August 11, 1942, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Augusta Court Street (sometimes referred to as a 50 foot street in Augusta Court), at joint front corner of Lots No. 54 and 55 of Block D, and running thence along the Southwest side of Augusta Court Street, N. 39-33 W. 59.5 feet to an iron pin; thence following the curve of Augusta Court Street in a Northwesterly direction to a point (the chord of which is 17.6 feet); thence along the Southeast side of Augusta Court Street, S. 55-30 W. 165.5 feet to an iron pin at corner of Lot No. 56 of Block D, thence with the line of Lot No. 56, S. 39-33 E. 78 feet to an iron pin; thence with the line of Lot No. 54, N. 53-22 E. 177 feet to an iron pin on the Southwest side of Augusta Court Street, the beginning corner.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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