

17 West Marion Rd.
Greenville, SC 29611

GREENVILLE CO. S.C.

BOOK 1382 PAGE 258

NOV 12 39 PM '76

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

76

WHEREAS, we, James H. Humphries, Jr. and Cynthia C. Humphries

hereinafter referred to as Mortgagor) is well and truly indebted unto Ralph J. Campbell

(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

Three Thousand, Five Hundred and No/100 - - - - - Dollars \$ 3,500.00 due and payable

\$25.00 per month until paid in full, with each payment applied first to payment of interest and balance to principal,

with interest thereon from date at the rate of 6% per centum per annum, to be paid: monthly

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:

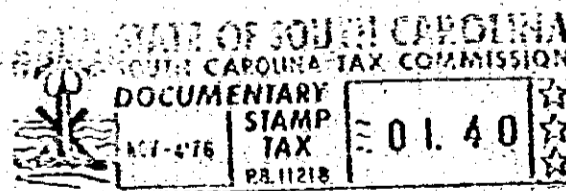
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Paris Mountain Township and being known and designated as Lot No. 49 on Map No. 2 of Sans Souci Heights Sub-division as shown on plat recorded in the RMC Office for Greenville County in Plat Book Z, at page 53 and being on Earnshaw Avenue and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern edge of a three foot sidewalk running along Earnshaw Avenue, said pin being the joint front corner of Lots 49 and 50 and running thence along the Eastern edge of said sidewalk, N. 35-35 W. 69 feet to an iron pin, joint front corner of Lots 48 and 49; thence along the Southern line of Lot 48, N. 62-12 E. 120.9 feet to an iron pin, joint rear corner of Lots Nos. 48 and 49; thence S. 39-10 E. 70 feet to an iron pin, joint rear corner of Lots Nos. 49 and 50; thence along the Northern line of Lot No. 50, S. 62-12 W. 126.8 to an iron pin, the beginning corner.

This mortgage is Junior to one executed this date to First Federal Savings & Loan Association in the sum of \$13,000.00 and recorded in Mtg. Book 1379, at page 289.

This being the same property conveyed to James H. Humphreys, Jr. and Cynthia C. Humphreys by deed of James F. Godfrey, Sr. dated October 1, 1976 and recorded on October 1, 1976 in Deed Book 1043, at page 900.



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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