

MORTGAGE OF REAL ESTATE

State of South Carolina }
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
DEC 23 1976

To All Whom These Presents May Concern:

We, Robert N. Hughes and Janice A. Hughes

SEND GREETING:

WHEREAS, we the said Robert N. Hughes and Janice A. Hughes

in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Five Thousand and No/100 - - - - - (\$ 5,000.00) Dollars, with interest from the date hereof at the rate of nine per cent (9 %) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of Eighty and 45/100 - - - - -

- - - - - (\$ 80.45) Dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said Robert N. Hughes and Janice A. Hughes, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor, in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greer, shown on Lot 6 and the southern part of Lot 7 adjoining Lot 6 on plat of Westmoreland Circle, recorded in Plat Book H at page 144 A and having the following courses and distances:

Beginning at an iron pin on the western side of Pine Street at joint front corner of lot now or formerly belonging to Burnette, shown as Lot 5, and running thence with line of said lot, N. 72-20 W. 150.0 feet to an iron pin; thence N. 17-40 E. 100.0 feet to an iron pin; thence S. 72-20 E. 150.0 feet to an iron pin on Pine Street; thence with Pine Street, S. 17-40 W. 100.0 feet to the point of beginning.

Derivation: Deed Book 725 at page 213.

The above conveyance is subject to all rights of way, easements, and protective covenants affecting same appearing upon the public records of Greenville County.

This is the same as conveyed to us by Thomas A. Dillard as Executor of the Estate of Etolia D. Butterfield by deed dated April 7, 1976 recorded in the R. M. C. Office for Greenville County.

ALSO: All that certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, located about two miles North of Greer on the Eastern side of Windsor Road and being shown on plat made for Robert N. and Janice A. Hughes by John A. Simmons, surveyor, dated Aug. 25, 1971 and having the following metes and bounds, to wit:

(continued)

DEED BOOK 1449 PAGE 932
STAMP TAX 02.00

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