70 J414 8 Z50

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 FETTIGRUST GREENVILLE S.C. 23603

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE CO. S. C. # 23 9 58 AH 179

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LIN CHEN-LEY

bereinafter referred to as Mortgagor) is well and truly indebted unto RICHARD EUGENE HUGHES-----

(hereinalter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Two Thousand Two Hundred and No/100-----\_\_\_\_\_Dollars (\$2,200.00-) due and payable

in 48 equal monthly payments of \$25.00, first applied to interest and then to principal, and if not sooner paid, due and payable in full four years from the date hereof, the first such monthly payment being due and payable one month from the date hereof,

per centum per annount, to be paid: as provided above. 88

WHEREAS, the Mortgagor may bereafter 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 buildings and improvements situate, lying and being on the Southerly side of Homestead Drive in Greenville County, South Carolina, being known and designated as Lot No. 18 on a plat entitled "Homestead Acres, Plat No. 1", made by M. Mac Richardson, dated November, 1959, recorded in the RMC Office for Greenville County, S. C., in Plat Book RR at Page 35, reference to said plat is hereby craved for a more complete description thereof.

This is the same property conveyed to the Mortgagor herein by deed of Richard Eugene Hughes recorded in the Greenville County RMC Office in Deed Book 1104 at Page 440 on the 234 day of July, 1979.

This mortgage is junior in priority to that certain note and mortgage heretofore given to Collateral Investment Company recorded in the Greenville County RMC Office in REM Book 1420 at Page 994, to secure the original sum of \$42,800.00.

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 bereafter 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 jusual 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 beirs, 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 jawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided the berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagos forever, from and Nigainst the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced bereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or bereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or an such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay held by the Mortgagee, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefor when due; and that it does hereby assign to the Mortgagee the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not. the Mortgage debt, whether due or not.

Element of the second