

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }  
GREENVILLE CO S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

NOV 12 26 PM '80

WHEREAS, DONALD J. JAMES ESLEY  
R.M.C. JESSE H. HUGHES

WILLIE H. JOHNSON and LILLIE B. JOHNSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
(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 in monthly payments of \$81.44 per month, the first payment commencing on December 1, 1980 and to continue on the 1st day of each month thereafter until paid in full, with each payment applied first to interest and balance to principal and with the right to anticipate the full amount at any time with interest thereon from date at the rate of 14% 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 Saluda Township described as follows:

ONE (1) ACRE, more or less, on the northwestern side of Talley Bridge Road, and being the same conveyed to Jesse H. and Louise J. Hughes by Olivia D. Johnson and G.M. Johnson July 22, 1963 in Deed Book 728, page 79 and shown on the County Block Book at (369) 521.1-1-4.1.

ALSO: 5.45 ACRES, more or less, on the Northwestern side of Talley Bridge Road, and being the same conveyed to Olivia D. Johnson and G. M. Johnson on Dept. 27, 1960 in Deed Book 660, page 189. George Marshall Johnson died intestate April 24, 1976, leaving his widow, Bessie Olivia Davis Johnson, who took a three-fourths interest and his mother, Minnie Jane Johnson, and his brothers and sisters, Willie H. Johnson, John W. Johnson, Louise J. Hughes and Annie Marie Parnell, who took together a one-fourth interest. Bessie Olivia Davis Johnson conveyed her three-fourths interest to Willie H. Johnson by deed dated June 10, 1976 recorded in Deed Book 1043, page 600. John W. Johnson, Annie Marie Parnell and Minnie Jane Johnson conveyed their portion of the one-fourth interest to Willie H. Johnson and Louise J. Hughes by deed dated Sept. 30, 1976 recorded in Deed Book 1044, page 72. See also quitclaim deed of Ethel Buchanan (Johnson) to Willie H. Johnson and Louise J. Hughes dated Sept. 23, 1976 recorded in Deed Book 1043, page 599. Shown on the County Block Book at (369) 521.1-1-4.

ALSO 8.8 ACRES, more or less, on the northwestern side of Talley Bridge Road and being conveyed as one acre by J. Charley Johnson to George Marshall Johnson and Olivia Davis Johnson, dated Jan. 6, 1951, recorded July 13, 1976 in Deed Book 1039, page 492, and by deed of J. Charley Johnson for 8.8 acres (including the one acre) to George M. Johnson on Jan. 8, 1955 in Deed Book 592, page 315. Willie H. Johnson and Louise J. Hughes obtained their interests in this tract by the same deeds, etc as recited relative to the 5.45 acre tract. See Block Book (369) 521.1-1-7 & 7.1

The above described property is a portion of the property conveyed by Jesse H. Hughes, Louise M.J. Hughes and Willie H. Johnson to JESSE H. HUGHES, the mortgagor herein and Louise J. Hughes, Willie H. Johnson and Lillie B. Johnson by deed recorded in the RMC Office for Greenville County in Deed Book 1044, at page 211 on Oct. 7, 1976. The Mortgagor, JESSE H. HUGHES, by this mortgage is mortgaging all his right, title and interest in and to the above described property.

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 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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