

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 21 12 23 PM '82
DONN... HARRISLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1568 PAGE 386

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JERRY MAURICE HUGHES and MARY FRANCES B. HUGHES (Same as Jerry M. Hughes and Mary B. Hughes) (hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK OF GREENVILLE, SOUTH CAROLINA

(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 FIFTY THOUSAND and no/100----- Dollars (\$ 50,000.00) due and payable

one (1) year from date,

with interest thereon from date at the rate of seventeen 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 the City of Mauldin, being known and designated as Lot No. 76 on a Plat of BROOKSIDE, SECTION III, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P, Page 11, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to Jerry M. Hughes and Mary B. Hughes by deed of Donald E. Baltz dated November 1, 1978, and recorded in the RMC Office for Greenville County, South Carolina, on November 2, 1978, in Deed Book 1091, Page 122.

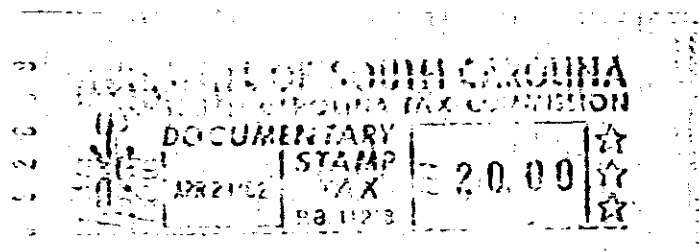
The within Mortgage is junior in lien that that mortgage heretofore given to First Federal Savings and Loan Association in the original amount of \$37,600.00 dated March 10, 1976, and recorded in the RMC Office for Greenville County, South Carolina, on March 11, 1976, in Mortgage Book 1362, Page 176.

ALSO: ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township, containing 1.13 acres, more or less, and having the following courses and distances, to-wit:

BEGINNING on a nail and cap in the northern edge of the surfacing of the County road, said nail and cap being 430 feet from the center of Roper Mountain Road, and being the north-east corner of property now or formerly of James T. Byars and Mildred H. Byars, and running thence with the said County Road, N. 48-57 E. 210.3 feet to an old nail in the center of the said road; thence with an old line, S. 50-53 E. 210 feet to an iron pin by an old fence post; thence S. 51-47 W. 285.4 feet to an old iron pin, joint corner of property now or formerly of Byars; thence with the common line of the said two properties, N. 29-40 W. 196.6 feet to the point and place of beginning.

The above described property is the same property conveyed to Jerry Maurice Hughes and Mary Frances B. Hughes by deed of James T. Byars and Mildred H. Byars dated August 2, 1973, and recorded on August 13, 1973, in the RMC Office for Greenville County, South Carolina, in Deed Book 981, Page 512.

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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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