

Mortgagees Address: *Charles A. Mies, Jr. 822 S. Greenville, Greer, S.C.*
Greer, S.C. 29607 EDWARDS, DUGGAN & REESE

STATE OF SOUTH CAROLINA PURCHASE MONEY Attorneys-at-Law
COUNTY OF Greenville S.C. MORTGAGE OF REAL ESTATE P.O. Box 126
Greer, S.C. 29651

JUL 14 AM '82
ALL WHOM THESE PRESENTS MAY CONCERN:
W. C. WATERSLEY

WHEREAS, THOMAS F. HUBER and MARY SUSAN B. HUBER,

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(hereinafter referred to as Mortgagor) is well and truly indebted unto
CHARLES A. MIES, JR. and MARY LEE MIES LANFORD,

(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

Twenty Thousand and no/100ths Dollars (\$ 20,000.00) due and payable
in 59 consecutive monthly installments of \$240.04 each beginning 30
days from date and full balance due 5 years from date. Payments shall be
applied first to principal and balance to interest.

with interest thereon from date at the rate of 12.00 per centum per annum, to be paid: monthly as aforesaid

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 Chick Springs Township, containing one acre, more or less, according to a plat entitled, "Plat of Lot of Nannie T. Dickens and Joe Neva Turner", dated September 5, 1956 and recorded in Plat Book LL at page 101 and also being described in accordance with the more recent plat dated April 16, 1982 entitled, "Property of Thomas F. & Mary Susan B. Huber", prepared by Kermit T. Gould, Surveyor, a copy of which is to be recorded herewith. The subject property is located on the southerly edge of Turner Circle.

THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagees to be recorded of even date herewith and this mortgage is being given to secure a portion of the purchase price of the within described property.

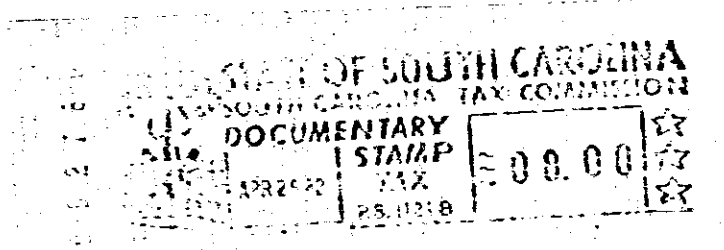
THIS mortgage is second and junior in lien to that certain mortgage to Citizens Building and Loan Association from Thomas F. Huber and Mary Susan B. Huber in the original amount of \$20,000.00 to be recorded of even date herewith.

It is agreed that in the event the Mortgagors default on the first mortgage, this mortgage shall become immediately due and payable.

It is further agreed that any payment not received within fifteen days of due date shall be subject to a late payment penalty of 5% of the payment.

It is agreed and understood that this mortgage and the note it secures, shall become immediately due and payable if the subject property is transferred by deed or contract without the prior written consent of Mortgagees.

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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 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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