

ALL WHOM THESE PRESENTS MAY CONCERN:

WASLEY

WHEREAS, JAMES A. HUGHES AND JOYCE M. HUGHES

(hereinafter referred to as Mortgagor) is well and truly indebted unto DIXIE LUMBER COMPANY, INC.

(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 Eleven Thousand & no/100-----

-----Dollars (\$ 11,000.00) due and payable in equal monthly installments of \$153.96 commencing July 1, 1982 and if no sooner paid, to be due in full on June 1, 1997

with interest thereon from date at the rate of eleven 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, on the Western side of Jefferson Circle, shown as Lot 17 on a plat entitled "Subdivision for Abney Mills, Poinsett Plant, Greenville, South Carolina", made by Pickell & Pickell, Engineers, Greenville, S. C., March 5, 1959, recorded in the RMC Office for Greenville County in Plat Book QQ at Page 51, and having such courses and distances as will appear by reference to said plat.

This being the identical property conveyed to the Mortgagors by deed of D. M. Brown, said deed to be recorded herewith.

This mortgage is second and junior in lien to that certain mortgage executed by William G. Fleming and Earlene W. Fleming in favor of C. Douglas Wilson Co., recorded December 19, 1968 in the RMC Office for Greenville County in REM Book 1112, at Page 549 in the original amount of \$15,000.00, and having a present balance of \$11,679.18.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
JUL 1 1982

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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 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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