

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

VOL 1852 PAGE 46

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:  
GREENVILLE CO. S.C.

MAR 14 2 48 PM '84

WHEREAS, Paul Moffitt and Ashley Tigue  
R.H.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ronald Hughey

(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 Thirty-three Thousand and no/100-----

-----Dollars (\$ 33,000.00 ) due and payable

according to the terms of a note executed of even date herewith and incorporated herein by reference.

with interest thereon from ----- at the rate of ----- per centum per annum, to be paid-----

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,

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Lot 3, Section 2, of a Subdivision known as Victor Monaghan as shown on a plat of survey recorded in the RMC Office for Greenville County in Plat Book S, Page 179-181, and having, according to said plat, the following metes and bounds, to-wit:

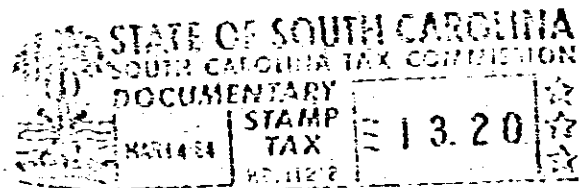
BEGINNING at an iron pin on Sirrine Street at the joint corner of Lots 3 and 4 and running thence N. 83-26 W. 94.3 feet to a point on an alley; thence N. 7-24 E. 75 feet to a point; thence S. 83-26 E. 93.3 feet to a point on Sirrine Street; thence with the said street S. 6-39 W. 75.0 feet to the point of beginning.

THIS conveyance is subject to all easements, restrictions, rights-of-way, roadways, or other matters which may appear by examination of the public record or the premises herein.

THIS being the same property conveyed to the Mortgagor herein by deed of Ronald Hughey, recorded in the RMC Office for Greenville County in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ on MARCH 14, 1984.

- 1) The Mortgagor has the right to pay the mortgage balance in full at any time, without penalty.
- 2) The Mortgagee will allow the assumption of this mortgage and the note it secures under the same terms.
- 3) The Mortgagor shall have a thirty (30) day grace period in which to make any payment.
- 4) The Mortgagor may have the privilege of making payments in advance.

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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.

4.00 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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