STATE OF SOUTH CAROLINA county of Greenville (

CLUE : A STATE MORTGAGE OF REAL ESTATE

BOOK 1042 PAGE 43

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Dwight W. Hughey WHEREAS,

reinafter referred to as Mortgagor) is well and truly indebted un to Chanticleer Real Estate Company

(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 FOUR THOUSAND AND NO/100THS - -on or before four(4)) months from date

with interest thereon from date at the rate of Six

per centum per annum, to be paid: semi-annually

WHEREAS, the Mortgager 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 as-

"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 northern side of East Prentiss Avenue and being shown as the major portion of Lot 7, Block C, on plat of Cagle Park Company recorded in Plat Book C at page 238 and being more particularly shown on plat of property of Dwight W. Hughey prepared by J. C. Hill, August 9, 1958, as follows:

BEGINNING at an iron pin on the northern side of E. Prentiss Avenue at the front corner of Lot 6 and running thence with the line of said lot, N. 29-40 W. 158.9 feet to an iron pin at the joint rear corner of Lots 6 and 10; thence with the line of Lot 10, N. 86-03 E. 63 feet to an iron pin in the rear line of said lot, which pin is 12 feet from the joint rear corner of Lots 10 and 18; thence through Lot 7, S. 29-11 E. 64.1 feet to an iron pin; thence S. 22-58 E. 931 feet to an iron pin on the northern side of E. Prentiss Avenue; which iron pin is 79 feet west of the intersection of E. Prentiss Avenue with Woodrow Avenue and running thence with the northern side of E. Prentiss Avenue, N. 89-58 W. 52 feet to the beginning corner.

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 thereform, 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.

Paid and satisfied in full Jin. 11, 1967. Chanticleer Real Estate Company By R. E. Hughes Pres. Witness - Lois D. Elmore

SATISFIED AND CANCELLED OF RECORD Ollie Farnswerth R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:37 O'CLOCK H M. NO. 23877