STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TARKERSLEY R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DOUGLAS M. WILSON AND EDWARD W. CLAY, JR., d/b/a CREATIVE INVESTORS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto ELIZABETH D. VAUGHN,

Dollars (\$1,000.00) due and payable

two (2) years from the date hereof,

note

with interest thereon from

date

at the rate shown on/per centum per annum, to be paid: annually

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, being known and designated as Lot No. 11 on a plat of East Highland Estates, Section 7, recorded in the RMC Office for Greenville County in Plat Book "MM" at page 99, reference being had to said plat for a more complete metes and bounds description. Said lot fronts on the south side of Willow Springs Drive for a total distance of 70 feet.

The above-described property is the same acquired by the Mortgagors by deed from Wayne Michael Chamblee and Elizabeth D. Vaughn (formerly Elizabeth V. Chamblee) dated October 28, 1977 and recorded on October 3/, 1977 in Deed Volume 67 at page 56 in the RMC Office for Greenville County, South Carolina.

This mortgage, along with a mortgage containing identical terms and given by the Mortgagors herein to Wayne M. Chamblee and which is to be recorded herewith, jointly constitute a second mortgage junior in priority to that mortgage given by Wayne Michael Chamblee and Elizabeth V. Chamblee to C. Douglas Wilson & Company on February 6, 1974 and recorded on February 7, 1974 in REM Volume 1301 at page 285 in the RMC Office for Greenville County, said mortgage having a current outstanding balance of \$21,089.28.

COLUMENTARE STAMP E 0 0. 4 0 STAMP ROLLING

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 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.

4328 RV-23