

Mortgagee's Address: P.O. Box 408, Greenville, S.C. 29601

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GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

9 13 23 1977 MORTGAGE OF REAL ESTATE  
DONNIE S. TAYLOR ALLEWHOM THESE PRESENTS MAY CONCERN:  
R.H.C.

WHEREAS, James W. Vaughn and Evelyn E. Vaughn

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. A. Bolen, as Trustee for James W. Vaughn and J. A. Bolen, and College Properties, Inc. trading as Batesville Associates, a joint venture

(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

Three Thousand, Three Hundred Twelve and 50/100-- Dollars (\$ 3,312.50 ) due and payable

One (1) year from date hereof or upon earlier sale of mortgaged premises

with interest thereon from date at the rate of Eight per centum per annum, to be paid: at maturity

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

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 91 of a subdivision known as Canebrake I as shown on plat thereof prepared by Enwright, Associates dated October 3, 1975, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5 P, at Page 28, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Duquesne Drive at the joint front corner of Lots 91 and 92 and running thence with joint line of said lots N. 84-45 E. 135.14 feet to an iron pin at the rear corner of Lot 112, thence with lot 112 S. 7-30 W. 100 feet to an iron pin on the northern side of Kings Mountain Drive, thence with said Drive S. 87-22 W. 100 feet to an iron pin, thence continuing with said Drive as it intersects with Duquesne Drive the chord of which is N. 49-44 W. 33.49 feet to an iron pin on the eastern side of Duquesne Drive, thence with said Drive N. 3-10 E. 70 feet to the point of BEGINNING. This being the same property conveyed to the mortgagors by deed of J. A. Bolen, as Trustee for James W. Vaughn and J. A. Bolen, and College Properties, Inc., trading as Batesville Associates, a joint venture of even date and to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$32,400.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association of Greenville to be recorded herewith.

LESS, HOWEVER, that triangular strip located at the northeast corner of lot 91, having a base of 7.2 feet, that the mortgagors this date conveyed to Walter E. Scruggs and Gail J. Scruggs by deed now being recorded.

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.

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