

## State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JIM VAUGHN ASSOCIATES, A SOUTH CAROLINA PARTNERSHIP,

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Thirty-Nine Thousand

One Hundred Fifty and No/100

(\$ 39,150.00

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW. KNOW ALL MEN. That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagoe to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing 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 Mortgagoe, its successors and assigns, the following described real estate:

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, at the northwesterly intersection of Kings Mountain Drive and Duquesne Drive, being shown and designated as Lot No. 84, on plat of Canebrake I, recorded in the RMC Office for Greenville County, S. C., in Plat Book "5 P", at Page 46, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the westerly side of Duquesne Drive, joint front corner of Lots Nos. 83 and 84, and running thence with said Drive, S. 3-10 W. 65 feet to the intersection of said Drive and Kings Mountain Drive; thence with the intersection of said Drives  $S_{6}$ , 40-16 W. 39.47 feet to a point on the northerly side of Kings Mountain Drive; thence with the northerly side of said Drive, S. 76-45 W. 110 feet to the joint rear corner of Lots Nos. 84 and 85; thence with the joint line of said lots, N. 00-08 W. 125 feet to the joint rear corner of Lots Nos. 83 and 84; thence with the joint line of said lots, S. 87-57 E. 136.59 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagor by deed of Coplege Properties, Incorporated, dated 3 November 1978, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 408, Greenville, South Carolina 29602.

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STAMP = 15.

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