

GREENVILLE CO. S.C.

2:47 PM '79

BANK OF AMERICA  
GREENVILLE

BOOK 1488 PAGE 390

# MORTGAGE

THIS MORTGAGE is made this 4th day of OCTOBER, 1979, between the Mortgagor, FRANK R. VAUGHN & BETTY T. VAUGHN (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THOUSAND (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 4, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2010;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot No. 8 as shown on plat of TERRA COURT recorded in plat book 6 H page 60 of the RMC Office for Greenville County, S. C. and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Hudson Road, the joint front corner of Lots 7 & 8, and running thence with the northwestern side of said road S. 67-23 W. 190 feet to an iron pin; thence continuing S. 63-09 W. 136.7 feet to an iron pin; thence turning N. 34-31 E. 225.88 feet to an iron pin; thence continuing N. 35-00 E. 175 feet to an iron pin in line of Lot 6; thence with line of lots 6, 7 & 8, S. 19-30 E. 206.1 feet to an iron pin the point of beginning.

This is the same lot conveyed to mortgagors by H. J. Martin and Joe O. Charing by deed of even date herewith, to be recorded,

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP \$20.00

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which has the address of Lot 8 Terra Court Greenville, SC (herein "Property Address");  
[Street] [City]  
[State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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