

Mortgagee's mailing address: 301 College Street in Greenville, S. C.

FILED  
GREENVILLE CO. S. C.

BOOK 1488 PAGE 181

OCT 23 3 33 PM '79

# MORTGAGE

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE is made this 26th day of October, 1979, between the Mortgagor, Jim Vaughn Associates, a South Carolina Partnership, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Nine Thousand, Six Hundred & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 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 September 4, 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 67 of a subdivision known as Canebrake I according to plat thereof being recorded in the RMC Office for Greenville County in Plat Book 5P at Page 46 and having according to said plat such metes and bounds as appears thereon. This being the same property conveyed to the mortgagor herein by deed of James W. Vaughn of even date and to be recorded herewith.

ALSO:

An adjoining triangular portion of Lot 66 which has, according to a foundation survey for Jim Vaughn Associates dated August 23, 1979 prepared by Arbor Engineering the following courses and distances:

BEGINNING at an iron pin on the northern side of Bennington Road, joint front corner of Lots 66 and 67 and running thence with the northern side of said road N. 60-52 E. 3.24 feet to a new iron pin; thence with a new line through Lot 66 N. 29-49 W. 140.81 feet to an iron pin, joint rear corner of Lots 66 and 67; thence with the joint line of said lots S. 28-30 E. 140.78 feet to an iron pin on the northern side of Bennington Road, the point of BEGINNING. Being a portion of the property conveyed to the mortgagor by James W. Vaughn by deed of even date to be recorded herewith.

And triangular portion of Lot 66  
which has the address of Lot 67 / Canebrake S/D Greer  
South Carolina (herein "Property Address");  
(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.

SOUTH CAROLINA — 1964 Family Code ENMA-FILM-C UNIFORM INSTRUMENT with amendment adding Part 14

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