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City 29611 MORTGAGE OF REAL ESTATE.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREEN FILED MORTGAGE OF REAL ESTATE

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DONNE S. TANKERSLEY

WHEREAS, KATHY C. VAUGHN

(hereinafter referred to as Mortgagor) is well and truly indebted unto MRS. JOHN O. HAYES

(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 Twenty-Five Thousand and No/100------

in consecutive monthly installments of Two Hundred Eighty-Four and 25/100 (\$284.25) Dollars commencing August 1, 1981 and Two Hundred Eighty-Four and 25/100 (\$284.25) Dollars on the first day of each and every month thereafter until paid in full.

with interest thereon from August 1, 1981 at the rate of eleven (11) per centum per annum, to be paid: monthly

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, and in Greenville Township, containing 0.62 of an acre, more or less, and having, according to a plat thereof made by J. C. Hill on September 9, 1954, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of a hard surfaced settlement road at the original corner of a 1.78 acre tract of C. R. Cheek, and running thence S. 52-15 E. 333.3 feet to an iron pin; thence N. 26-00 E. 50 feet to an iron pin; thence on a new line through the 1.78 acre tract of C. R. Cheek, N. 52-15 W. 103.2 feet to an iron pin; thence N. 22-30 W. 209 feet to an iron pin on the southeast side of the said settlement road, which point is 70.7 feet from an iron pin at the original corner of the 1.78 acre tract of C. R. Cheek, thence along the southeast side of said settlement road, S. 51-30 W. 156.2 feet to the beginning corner.

The Mortgagor covenants that should any installment become past due for a period in excess of ten (10) days the holder hereof may collect a "late charge" not to exceed an amount equal to five (5%) percentum of any such past due installment.

The Mortgagor herein shall have the right to repay the mortgage indebtedness at any time or times without penalty.

Derivation: Mrs. John O. Hayes, Deed Book <u>//52</u>, Page <u>\$45</u>, recorded July 24, 1981.

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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 cattached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such 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 heireinabove described ir ree 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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