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acex 1433 FASE 288

Hortgagee's mailing address: P. O. Box 1268, Greenville, S. C. 29602

First Mortgage on Real Estate

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## **MORTGAGE**

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Jim Vaughn Associates, A S. C. Partnership (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of

Thirty Nine Thousand, Two Hundred and No/100----- DOLLARS

(\$ 39,200.00 ), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 29 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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,

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. 55 of a subdivision known as Canebrake I as shown on plat thereof prepared by Enwright Associates dated August 18, 1975 and revised October 6, 1975 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5P at Page 46 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Duquesne Drive, joint front corner of Lots 55 and 56 and running thence with the northwestern side of Duquesne Drive N. 47-09 E a chord distance of 78.76 feet to an iron pin; thence continuing with Duquesne Drive as it intersects with Saratoga Drive N. 5-28 W. a chord distance of 33.8 feet to an iron pin on the southwestern side of Saratoga Drive; thence with said drive N. 40-22 W. a chord distance cof 107.09 feet to an iron pin at the rear corner of Lot No. 54; thence with the rear line of Lot No. 54 S. 51-55 W. 100 feet to an iron pin, joint rear corner of Lots 55 and 56; Thence with the joint line of said lots S. 41-11 E. 141.88 feet to an iron pin at the point of BEGINNING. This being the same property conveyed to the mortgagor herein by deed of College Properties, Incorporated of even date and to be recorded herewith.

Jim Vaughn Associates is a South Carolina Partnership composed of James W. Vaughn

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, 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, he considered a part of the real estate.

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