CREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MAY 1 9 56 AN 17 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.M.C.

WHEREAS, I, JAMES DOUGLAS VAUGHAN,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

W. B. SPIVEY AND BETH M. SPIVEY

(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-seven Thousand Sixty-one and 65/100---- Dollars (\$ 27,061.65) due and payable

as per the terms of said Note

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.60) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 thatcertain tract of land of 34.65 acres lying, situate and being in Fairview Township, Greenville County, South Carolina, and being more particularly described as follows:

BEGINNING with an old nail cap in the center of the intersection of Nash Mill Road and Ft. Inn-Fairview Road and running thence with the center of Nash Road N23-10W 581.19' to an iron pin; thence S80-21W 2391.4' to an old iron pin (bent); thence S10-20E 973.27' to an old nail cap in the center of Ft. Inn-Fairview Road; thence N78-52E 294.9' with the center of said road to an old nail cap in the center of a bridge; thence N71-20E 100' to an old nail cap in the center of said road; thence N63-28E 100' to an old nail cap in the center of said road; thence N54-06E 100' to an old nail cap in the center of said road; thence N46-17E 400' to an old nail cap in the center of said road; thence continuing along the center of said road N46-49E 100' to an old nail cap; thence N49-06E 200' to an old nail cap; thence N51-47E 100' to an old nail cap; thence N58-01 E 100' to an old nail cap; thence N68-19E 100' to an old nail cap; thence N74-53E 100' to an old nail cap; thence N77-49E 100' to an old nail cap; thence N81-35E 100' to an old nail cap; thence N89-24E 100' to an old nail cap; thence S85-06E 691.35' to point of BEGINNING.

RELEASE: It is agreed that Mortgagee will release to Mortgagor from the terms of this mortgage Fifteen (15) acres on the creek end of said property after the first installment is made (due date - April 27, 1980) and an additional Ten (10) acres shall be released from the terms of this mortgage to Mortgagor after the second installment has been paid (due date - April 27, 1981). The fifteen (15) acres released shall be determined by a line connecting the Northeast and Southeast property lines and the ten (acres) shall abut to said line and be determined in the same manner.

This is that property conveyed to Mortgagor by deed of W.B. Spivey and Beth M. Spivey and Beth M. Spivey and Beth M.

STATE OF SUUTH CARULINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX = 1 0.84

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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 attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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 hereinabove described in fee 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 Nas 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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