

STATE OF SOUTH CAROLINA } MAY 24 1 17 PM '71
COUNTY OF GREENVILLE } DONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN: MORTGAGE OF REAL ESTATE

WHEREAS, We, Charles Allen Carter and Barbara H. Carter,

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

Jack L. Vaughn

(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 Two Hundred Sixty Two Thousand Seven Hundred Thirty Two and 04/100 ----- Dollars (\$ 262,732.04) due and payable

as set forth in Bill of Sale and Agreement between the parties of even date herewith; the provisions of which are incorporated herein by reference.

with interest thereon from date at the rate of ----- per centum per annum, to be paid:

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, situate, lying and being on the southern side of Hiawatha Drive and the western side of Botany Road and Imperial Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and shown and designated as 3.31 acre tract of property of Botany Woods, Inc., plat prepared by C. O. Riddle dated January, 1972, and according to said plat has the following metes and bounds, to-wit: BEGINNING at an iron pin on the southern side of Hiawatha Drive in the joint front corner of this tract and Lot 230 of Sector V of Botany Woods Subdivision and running thence with the southern side of Hiawatha Drive N. 79-38 E. 118.8 feet to an iron pin in the intersection of Hiawatha Drive and Botany Road which intersection is curved, the chord of which is S. 80-21 E. 40.8 feet to an iron pin on the western side of said road, running thence with the western side of Botany Road and Imperial Drive, the following courses and distances, to-wit: S. 42-02 E. 85 feet; S. 27-26 E. 97.9 feet; S. 19-04 E. 65 feet; S. 20-10 E. 100.7 feet; S. 24-34 E. 100.2 feet; S. 26-15 E. 100 feet; S. 30-47 E. 100.5 feet to an iron pin at the line of property now or formerly of L. H. Tankersley, et al, running thence with that line S. 51-23 W. 74 feet to an iron pin in the center line of a creek, running thence along a traverse line N. 33-05 W. 43.2 feet to an iron pin, running thence N. 54-41 W. 435.2 feet to an iron pin at the corner of Eastanolle Street, running thence N. 54-51 E. 94.1 feet to an iron pin at the rear corner of Lot 230, Sector V, Botany Woods, running thence with the joint line of this tract and that lot N. 13-01 W. 269.7 feet to an iron pin, point of beginning. ALSO: All that lot of land in Greenville County, State of South Carolina, on the northwestern corner of the intersection of Lowndes Hill Road with Arbutus Trail being known and designated as Lot #35, on a plat of Elletson Acres, Section A, prepared by Woodward Engineering Company dated September 1955, recorded in Plat Book EE at Page 161, and according to said plat being more particularly described as follows: BEGINNING at an iron pin on the western side of Arbutus Trail, near the intersection of said street with Lowndes Hill Road, and running thence with Arbutus Trail, N. 1-39 W. 95 feet to an iron pin at the front corner of Lot #36; thence with the line of said lot, S. 88-21 W. 161 feet to an iron pin, near the southern side of a creek; thence with the creek as the line, the traverse of which is S. 4-05 E. 72 feet to a point, corner of Clark property; thence with the line of said property, S. 86 E. 87.8 feet to a point; thence continuing with the line of said property, S. 67 E. 55 feet to a point on the northern side of Lowndes Hill Road; thence with the northern side of said road, N. 88-37 E. 20 feet to a point at the corner of the intersection of said road with Arbutus Trail; thence with the curve of said intersection, the traverse of which is N. 43-21 E. 35.4 feet to the point of beginning.

This is a second mortgage on Lot 35 Arbutus Trail.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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