

Mortgagee's Mailing Address: P.O. Box 1329, Greenville, S. C. 29602

State of South Carolina

GREENVILLE S.C.

Mortgage of Real Estate



County of GREENVILLE

RECORDED
3:53 PM '81

BOOK 1560 PAGE 751

THIS MORTGAGE made this 30th day of DECEMBER, 1981

by Davidson-Vaughn, a South Carolina Partnership

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, S. C. 29602

WITNESSETH:

Davidson-Vaughn, A South Carolina Partnership
THAT WHEREAS, is indebted to Mortgagee in the maximum principal sum of Fifty Five Thousand and No/100 Dollars (\$ 55,000.00), which indebtedness is evidenced by the Note of Mortgagor, Jim Vaughn Associates and James W. Vaughn of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 180 days after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 55,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

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. 32 of a Planned Unit Development Subdivision known as Creekside Villas, Phase I according to a plat thereof dated November 30, 1981 prepared by Arbor Engineering, Inc. and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 51 and having such metes and bounds as appears thereon.

The fee title to the above lot is bounded in part by Lot 31 and in part by common property which has not been dedicated or accepted by the public and the fee title to said lot as shown on said recorded plat of Creekside Villas, as abutting upon such common property shall not extend upon such common property. The fee title to such common property is reserved by the mortgagor to be conveyed to Creekside Villas Homeowners Association, Inc. for the common enjoyment of all of the lot owners in Creekside Villas, Phase I and such additional phases as may be annexed.

This being a portion of property conveyed to the mortgagor herein by deed of Pebblepart, Ltd. recorded May 6, 1981 in the RMC Office for Greenville County in Deed Book 1147 at Page 548.

REC'D - 3 DEC 30 81 092

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP \$ 22.00

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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