

REGISTERED
COMPLIED WITH
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
DEC 29 1 01 PM '72
ELIZABETH RIDDLE
R.M.C.

BOOK 1262 PAGE 149

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Wayman H. Vaughn and Juanita C. Vaughn

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

C. Dan Joyner & Co., Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Three Thousand Three Hundred Ninety and No/100-- Dollars (\$3,390.00---) due and payable

on June 30, 1973,

from date ~~of recording~~ and one-half
with interest thereon ~~at the rate of seven~~ at the rate of seven / per centum per annum, ~~to be paid~~

to be paid at maturity.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 being known and designated as

Lot No. 97, Wade Hampton Gardens, Sec. III, as shown on plat recorded in the RMC Office for Greenville County, S.C., in Plat Book YY, at Page 179.

This mortgage is junior in rank to that given in favor of Fidelity Federal Savings & Loan Association in the amount of \$29,200.00, said mortgage bearing same date as the within mortgage.

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.