

Mortgagee's Address: P. O. Box 969, Greenville, S. C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
GREENVILLE CO. S. C.

BOOK 1431 PAGE 673

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAY 10 11 04 AM '78

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, LEWIS W. VAUGHN AND SHIRLEY B. VAUGHN,

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

THE SOUTH CAROLINA NATIONAL BANK,

(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 ---Thirty Five Thousand Six Hundred Eighty One and 13/100 ----- Dollars, \$ 35,681.13 ; due and payable commencing June 1, 1976, and continuing on like day thereafter in 83 equal monthly installments of \$424.78 and a final monthly installment of \$424.39

with interest thereon from date at the rate of 10.75%-- per centum per annum, to be paid: annually.

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, being shown and designated as Lot 267 on a plat entitled "Poinsettia, Section V", prepared by Piedmont Engineers & Architects, dated July 19, 1974, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of South Almond Drive, said point being the joint front corner of Lot 268 and running thence along the joint property line of Lot 268 N. 43-11 E. 192.98 feet to a point, said point being the joint rear corner with Lot 268; and running thence along the joint property line of Lot 274 N. 49-11 W. 90 feet to a point, said point being the joint rear corner with Lot 274; running thence along the joint property line of Lot 211 N. 48-12 W. 25 feet to a point, said point being the joint rear corner of Lot 210; running thence along the joint property line of Lot 210 S. 44-45 W. 186.3 feet to a point in the edge of South Almond Drive, said point being the joint front corner with Lot 210 and running thence along the edge of South Almond Drive S. 45-45 E. 120 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. dated May 9, 1978, and to be recorded of even date herewith.

It is agreed and understood that this mortgage shall be second and junior in lien to that certain real estate mortgage given to Heritage Federal Savings and Loan Association, dated May 9, 1978, and recorded on May 10, 1978, in the RMC Office for Greenville County in Mortgage Book 1431, at Page 620, and being in the amount of \$45,000.00.

This mortgage is being given to secure a promissory note dated May 11, 1976, to the Mortgagee herein in the above-stated amount. The purpose of this mortgage being to substitute for that certain real estate mortgage dated May 11, 1976, which covered the property known as Lot 70, Idlewood Subdivision. The mortgagors and the mortgagee herein agree that no additional funds have been disbursed as the result of the execution of this mortgage.

Together with all and singular rights, members, hereditaments, 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.

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