

FILED
GREENVILLE CO. S. C.

BOOK 1439 PAGE 534

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JUL 28 11 12 AM '78

MORTGAGE OF REAL ESTATE

WILLIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES D. VAUGHN

(hereinafter referred to as Mortgagor) is well and truly indebted unto HENRY LIGON BROWN, JAMES ALLEN BROWN AND JOHN M. BROWN, JR. as Trustees for the heirs of John M. Brown,

(P.O. Box 148, Piedmont, S.C.)
(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

EIGHT THOUSAND AND NO/100ths

Dollars (\$ 8,000.00) due and payable

in full on November 28, 1978; or upon closing of Lot 24, Burgess Street, whichever event occurs first.

with interest thereon from date at the rate of seven per centum per annum, to be paid at maturity (11/28/78)

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:

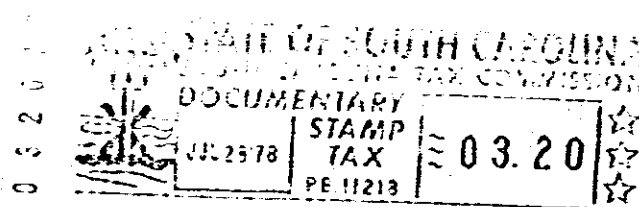
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as containing 15.06 acres on a survey for James D. Vaughn prepared by Carolina Survey Co. dated April 14, 1978 and recorded in Plat Book 6-M at page 84. Said tract fronts on the northeasterly side of Ray Road a total distance of 318.9 feet.

DERIVATION: This is a portion of the property conveyed to the Mortgagee by separate deeds of Kenneth Pressley, Gerald K. Pressley, III, Nancy B. Raines, Ella B. Wickliffe, Hettie B. Chapman, Elizabeth B. Gibson, Henry L. Brown, Raye B. Garrison, James A. Brown, John M. Brown, and Samuel R. Brown to be recorded of even date herewith.

AS TO the foregoing tract, this mortgage in junior in lien to that held by Home Savings & Loan Association of the Piedmont in the sum of \$30,000.00 to be recorded of even date herewith.

ALSO all that lot of land in said State and County being designated as Lot #24 on a plat of L. A. Moseley Property recorded in Plat Book J at page 239, said house and lot fronting on the southeastèrly side of Burgess St., (formerly Charles St.), a distance of 60 feet, and said property being subject to two separate mortgages held by First Federal Savings & Loan Association and Southern Bank and Trust Co., in the original amounts of \$8400.00 and \$5,130.00 respectively and recorded in Mortgage Book 1281, page 336 and Mortgage Book 1349 at page 223.

DERIVATION: From: Kenneth R. Black, et al, recorded June 17, 1973 in Deed Book 976 at page 564.



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 there to 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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