

Hyw. 14, Simpsonville, SC 29681 FILED
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GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. 1474 11521

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } DONNE WEMBERLY MORTGAGE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ANTHONY S. COOK and KAREN C. COOK

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. ALFRED 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 EIGHT THOUSAND ONE HUNDRED NINETY-EIGHT & 21/100

----- Dollars (\$ 8,198.21) due and payable

in 180 consecutive monthly installments of Eighty and 75/100 (\$80.75) Dollars with payments applied first to interest then to principal.

with interest thereon from date at the rate of 8-1/2 per centum per annum, to be paid: monthly

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 known and designated as Lot No. 8 on a plat of WEMBERLY WAY, Section 1, prepared by Campbell & Clarkson Surveyors, Inc., dated June 17, 1974, and recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 88, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern edge of Wemberly Lane, joint front corner with Lot 7, and running along the joint line with Lot 7, S. 77-33 E., 150 feet to an iron pin, joint rear corner with Lot 7; thence turning and running S. 12-27 W., 120 feet to an iron pin, joint rear corner with Lot 9; thence turning and running along the joint line with lot 9, N. 77-33 W., 150 feet to an iron pin in the northeastern edge of Wemberly Lane, joint front corner with Lot 9; thence along said Wemberly Lane, N. 12-27 E., 120 feet to an iron pin; the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Tri-Co Investments, Inc. dated July 19, 1979, to be recorded herewith.

This mortgage is second and junior in lien to that mortgage given to United Federal Savings & Loan Association in the amount of \$31,034.07 dated July 19, 1979, to be recorded herewith.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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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 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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