

X FILED
GREENVILLE CO. S. C.
SEP 11 2 58 PM '79
DONNELL TANNERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 7th day of September 1979, between the Mortgagor, STUART M. VAUGHAN, JR. AND SARA F. VAUGHAN (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY THOUSAND FOUR HUNDRED AND NO/100 (\$90,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 7, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2009.

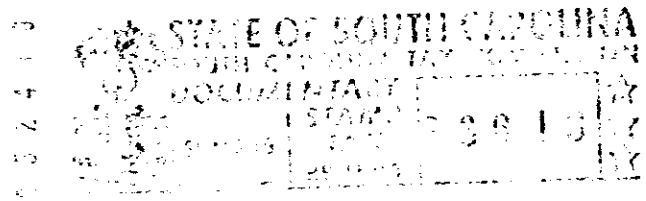
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being on the northern side of Edwards Road near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 99, Sector I, Botany Woods, as shown on a plat prepared by Piedmont Engineering Service, dated July 1959, and recorded in Plat Book QQ at page 78 and a more recent plat entitled "Property of Stuart M. Vaughan, Jr. and Sara F. Vaughn" prepared by Freeland and Associates, dated September 6, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-1 at page 81 and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Edwards Road at the joint front corner of Lots No. 98 and 99 and running thence with the northern side of Edwards Road, S. 78-44 W., 80.0 feet to an iron pin; thence still continuing along said Edwards Road, N. 81-37 W., 85.0 ft. to an iron pin at the joint front corner of Lots No. 99 and 100; thence with the joint line of said lots, N. 5-35 W., 204.2 feet to an iron pin; thence N. 79-30 E., 140.0 feet to an iron pin at the joint rear corner of Lots No. 98 and 99; thence with the joint line of said lots, S. 11-14 E., 229.9 feet to an iron pin on the northern side of Edwards Road, being the point of beginning.

DERIVATION: Deed of The Equitable Life Assurance Society of the United States, a New York Corporation, recorded in the RMC Office for Greenville County in Deed Book III at page 95 on September 10, 1979.

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which has the address of 1021 Edwards Road Greenville, South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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