

UCC 15
7 PM '79
MERSLEY

MORTGAGE

THIS MORTGAGE is made this --15th-- day of OCTOBER 1979, between the Mortgagor, DAVIDSON-VAUGHN, A GENERAL PARTNERSHIP (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").

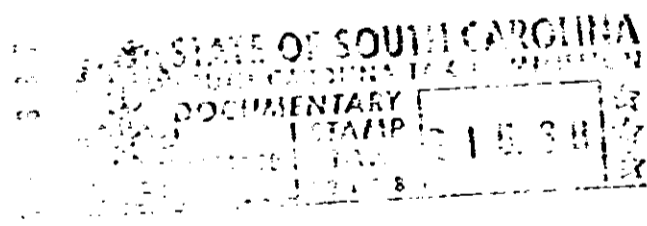
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-NINE THOUSAND TWO HUNDRED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot no. 25 on plat of "Property Survey for Davidson and Vaughn" dated September 21, 1979, prepared by Arbor Engineering and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Fernande Drive, joint front corner of lots 24 and 25 and running thence N. 59-57 W., 150.3 feet to an iron pin; thence turning and running with the rear line of lot no. 25, N. 29-56 E., 100.0 feet to an iron pin; thence turning and running with the common line of lots 25 and 26, S. 59-57 E., 150.5 feet to an iron pin on Fernande Drive; thence with said Drive, S. 30-03 W., 100.0 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Juster Enterprises, Inc. to be recorded of even date herewith.



which has the address of Lot 25, Fernande Street, Verdin Estates, Mauldin, S.C. (Street) (City), 29662 (herein "Property Address"); (State and Zip Code)

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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