

MORTGAGE

1485 524

THIS MORTGAGE is made this 24th 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 FORTY-FIVE THOUSAND SIX HUNDRED AND 00/100 (\$45,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 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 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, shown and designated as Lot no. 33 on plat of Property Survey for Davidson and Vaughn, dated September 20, 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 northeasterly side of Fernande Drive, joint front corner of lots 32 and 33 and running thence S. 59-57 E., 150.0 feet to an iron pin; thence turning and running S. 30-03 W., 120.0 feet to an iron pin; thence turning and running N. 59-57 W., 125.0 feet to an iron pin; thence turning and running in a curve, N. 14-57 W., 35.35 feet to an iron pin on Fernande Drive; thence with said Fernande Drive, N. 30-03 E., 95 feet to an iron pin, being the point of beginning.

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

which has the address of Lot 33, Fernande Street, Verdin Estates, Mauldin, South Carolina, 29662 (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 seized 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.