

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

1553 89  
Lois G. Vaughn  
P.O. Box 6267  
Dillon, SC 29536  
FILED  
SEP 17 2 55 PM '81  
DONNIE  
LINDA V. SCOGGINS  
JUDY VAUGHN  
BY  
MRS. BYRUM

WHEREAS, Lois G. Vaughn, Linda V. Scoggins and Judy Gale Vaughn, now known as Judy Byrum (hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

(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 Two Hundred Eighty-five Thousand Two Hundred plus interest-----Dollars \$285,200.00 due and payable

on demand with interest payable monthly at a variable rate of Prime + 1% as stated on Secured Promissory Note dated August 11, 1981

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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, State of South Carolina, lying between U.S. Highway I-385 and Congaree Road being shown as the westerly portion of Lots Nos. 5 and 6, of the Property of Alethea F. Pate on a plat recorded in the RMC Office for Greenville County in Plat Book "L", at Page 85 and also being shown on plat entitled Property of James W. and Lois G. Vaughn, prepared by Campbell & Clarkson, Engineers, June 9, 1967, and having according to said more recent plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Congaree Road, said point being S.45-00 W. 20 feet from an iron pin situate on the northeasterly side of said Congaree Road, and running thence and crossing said iron pin N. 45-00 E.362.9 feet to an iron pin on the edge of the right-of-way of U.S. Highway I-385; thence with the southwestern edge of the right-of-way of U.S. Highway I-385, N. 47-02 W. 200.1 feet to an iron pin; running thence S. 45-00 W. 360.4 feet to the center line of Congaree Road; running thence with the center line of Congaree Road S. 46-19 E. 200 feet to the point of BEGINNING.

The within conveyance is subject to restrictions of record, and is also subject to utility easements and rights-of-way of record or on the ground, along with tap fees, set back lines, and zoning regulations.

The within conveyance is the same property heretofore granted to the Grantees herein by Deed dated February 22, 1973 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 968 at Page 348, said Deed being made pursuant to Order of Court in case of Lois G. Vaughn v. James W. Vaughn, et al. dated February 2, 1973, and recorded in the Office of the Clerk of Court for Greenville County, South Carolina.

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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 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 thereto 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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