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Mortgagees Mailing Address: 301 College Street, Greenville, S. C. 29601

## **MORTGAGE**

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July 30th THIS MORTGAGE is made this -1982, between the Mortgagor, Davidson-Vaughn, a South Carolina Partnership (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of <u>Forty Nine Thousand</u>, Eight Hundred Seventy Five and No/Dollars, which indebtedness is evidenced by Borrower's note dated <u>July 30</u>, 1982 , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on\_ July 30, .. 1.983..;

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 State of South Carolina: in the County of \_\_\_\_

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a portion of Lot No. 7 according to a plat entitled "Creekside Villas PUD, Phase I" prepared by Arbor Engineering, as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 53; and said property also being known as Lot No. 7 according to a property survey prepared for Davidson & Vaughn by Arbor Engineering dated July 29, 1982 being recorded in the RMC Office for Greenville County in Plat Book 9-D at Page 43 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern front corner of Lot No. 7, being located on the joint line with Lot No. 6 and running thence N. 23-23 W. 44 feet to an iron pin; thence N. 66-37 E. 20.31 feet to an iron pin in the line of Lot No. 8; thence S. 23-23 E. 44 feet to an iron pin; thence S. 66-37 W. 20.31 feet to an iron pin in the line of Lot No. 6 at the point of beginning.

This being a portion of the same property conveyed to the mortgagors herein by deed of Pebblepart, Ltd. dated May 5, 1981 and recorded May 6, 1981 in the RMC Office for Greenville County in Deed Book 1147 at Page 548.

Unit 7, Creekside Villas Taylors, which has the address of \_

(City)

(Street) s. c. 29687 (herein "Property Address"); (State and Zip Code)

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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.

SOUTH CAROLINA -- 1 to 4 Family-6 75-FNNA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)