

FILED
GREENVILLE S.C.

JUL 27 10 53 AM '83

DONNIE S. WILKINSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 25th day of July, 1983, between the Mortgagor, Davidson-Vaughn, a South Carolina Partnership, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Fifty Five Thousand, Two Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 25, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 25, 1984.....;

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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 23 of a Planned Unit Development known as Creekside Villas PUD, Phase III as shown on Plat recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 12 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 23 and 24 and running thence with the joint line of said Lots S. 75-18 E. 65.12 feet to an iron pin; thence N. 14-42 E. 42.57 feet to an iron pin; thence N. 75-18 W. 26.7 feet to an iron pin at the corner of Lot 22; thence with the joint line of Lot No. 22 N. 89-20 W. 20.62 feet to an iron pin; thence continuing with the line of Lot 22 N. 75-18 W. 18.42 feet to an iron pin; thence S. 14-42 W. 37.57 feet to an iron pin at the point of beginning.

This being a portion of the same property conveyed to the mortgagor 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 1160 at Page 206.

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF SOUTH CAROLINA
GREENVILLE COUNTY
BOOK 1160 PAGE 206
MAY 6 1981
STAMP 22.00
TAX

which has the address of Lot 23, Creekside Villas Greenville,
(Street) (City)
South Carolina (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 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.

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JUL 27 1983

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