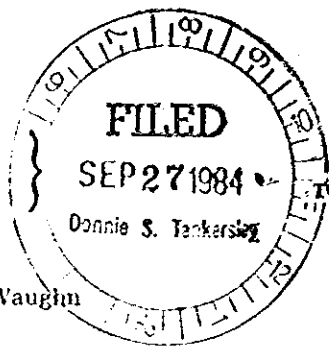


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. D. Vaughn

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cheryl C. Abercrombie and Norman D. Cook, 113 Vaughn Street, Greer, S. C. 29651

(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 Forty Thousand and 00/100-----

Dollars (\$ 40,000.00) due and payable

ten (10) years from date hereof with interest thereon payable monthly commencing one (1) month from date hereof at the rate of 12% per annum the right being reserved to make payments of principal in any amount at any time without pre-payment penalty

with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly

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 of that lot, piece and parcel of land lying, being and situate in Greenville County and State of South Carolina near Greer containing .47 of an acre more or less being bounded on the North by lands of Glad Tidings Church, on the East by other lands of Cheryl C. Abercrombie and Norman D. Cook the mortgagees herein, on the South by other lands of J. D. Vaughn the mortgagor herein, and on the West by State Highway 101 having the following courses and distances according to plat of survey by John A. Simons, RLS #2212 dated the 17th of September, 1984 to-wit: Commencing at the northwestern corner of the lot presently owned by the mortgagor herein and running thence S 67-19 W 9.45 feet to a point in the highway, thence N 31-28 W 127.37 feet to a point in the highway, thence N 64-16 E 18.10 feet to an i.p.o. and thence continuing on the same bearing for a distance of 182.10 to an i.p.n., thence S 27-48 E 284.02 feet to an i.p.o. at the southeastern corner of the lot presently owned by the mortgagor herein, thence N 33-29 W with the eastern line of the lot presently owned by mortgagor to an i.p.n. at the northeastern corner of said lot, thence with the northern line of said lot S 67-19 W 150.00 feet to the commencing point (i.p. 22.93 feet from center of road witness).

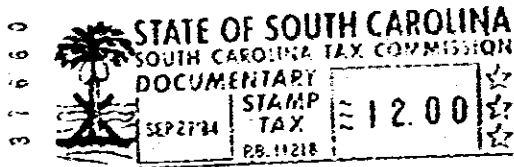
A copy of said Plat is of record in Plat Book 10-V at Page 29 in the Office of the RMC for Greenville County, South Carolina.

This is the identical piece of property conveyed to J. D. Vaughn by deed from Cheryl C. Abercrombie and Norman D. Cook to be recorded simultaneously herewith.

This mortgage is subject to the agreement written out in the deed.

It is understood and agreed that the payments secured by this mortgage are to be made at the Bank of Greer in Greer, South Carolina or at the offices of such other bank or trust company as may from time to time be designated by the mortgagees.

GCTO -----3 SEP 27 84 058



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.