

Mortgagee's mailing address 5 Parliament Road, Greenville, S. C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
OCT 21 3 08 PM '80
R.M.C. OFFICE
GREENVILLE S.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

James W. Vaughn and Evelyn Vaughn
R.M.C. OFFICE GREENVILLE S.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Tom Howe

(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

Six Thousand, Seven Hundred Fifty Six and 09/100 Dollars (\$ 6,756.09) due and payable

Interest only is to be paid annually with the first interest payment due on the 20th day of October, 1981. Principal is due and payable in full on or before 36 months from date. The privilege is given to prepay this indebtedness at any time and from time to time without penalty, together

with interest thereon from date at the rate of 10% per centum per annum, to be paid: annually

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

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying on the southern side of U. S. Highway 29, and being shown and designated as Unit No. B-2 of Gallery Centre, Horizontal Property Regime, as is more fully described in the Declaration of Condominium dated March 12, 1973, and recorded in the R.M.C. Office for Greenville County in Deed Book 969, Pages 503 through 558 inclusive, as amended by Amendment to Declaration of Condominium dated May 21, 1973, and recorded in the R.M.C. Office for Greenville County in Deed Book 975, Pages 565 and 566, and survey and site and floor plan recorded in the R.M.C. Office for Greenville County in Plat Book SSS, Pages 636 through 639 inclusive.

This being the same property conveyed to the Mortgagors by deed of Tom Howe of even date and to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed by the First Federal Savings and Loan Association of Greenville, which mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 1287 at Page 432.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX \$ 02.72
OCT 21 1980
R.M.C. OFFICE GREENVILLE S.C.

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.

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