## STATE OF SOUTH CAROLINA COUNTY OF

MORTGAGE

## TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOSEPH Y. McELVEEN, III

in the State aforesaid, hereinafter called the Mortgagor, sends greetings.

As used herein the word "Mortgagor" shall mean the maker of this mortgage and shall include one or more persons, partnerships or corporations as the context may require, and the word "Association" shall mean the Security Federal Savings and Loan Association of South Carolina, <u>Greenville</u>, S.C.

WHEREAS the Mortgagor is well and truly indebted unto Security Federal Savings and Loan Association of South Carolina, a corporation chartered under the laws of the United States, as evidenced by Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of

Fifteen thousand and no/100ths ----- (\$ 15,000.00) Dollars, with interest from date at the rate therein provided, until paid, said principal and interest to be paid in monthly installments and applied as therein provided, the last of which shall be due and payable on the 15th day of

<u>December</u>, 19 94 ; which note further provides, among other things, that upon failure of the Mortgagor to abide by the By-Laws, rules or regulations of the Association or any of the covenants herein contained, or upon default in payment of any installment the Association may, at its option, declare the full amount due thereunder immediately due and payable, together with a reasonable sum as an attorney's fee if placed in the hands of an attorney, and this mortgage enforced for payment thereof; and,

WHEREAS, this mortagage is given to secure the principal indebtedness as hereinabove set forth, as evidenced by said promissory note, together with any advances necessary for the protection of the security, interest on said principal and advances, costs and attorney's fees.

NOW, KNOW ALL MEN BY THESE PRESENTS, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Security Federal Savings and Loan Association of South Carolina, according to the terms of the said note, and also, in consideration of the further sum of Three (\$3.00) Dollars to the said Mortgagor in hand well and truly paid by the said Security Federal Savings and Loan Association of South Carolina, 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 said Security Federal Savings and Loan Association of South Carolina, its successors and assigns:

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMULION
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[--**:** 

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in Green-ville County, South Carolina, and being shown and designated as Lot 71 on a plat of Verdin Estates, dated September 21, 1972, prepared by C.O. Riddle, recorded in the RMC Office for Greenville County in Plat Book 4R at Pages 34 and 35, reference to which is hereby made for a metes and bounds description thereof.

DERIVATION: Deed of Davidson Vaughn, a General Partnership recorded August 20, 1979 in Deed Book 1109 at Page 686 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Davidson-Vaughn to Carolina Federal Savings and Loan Association, now known as Security Federal Savings and Loan Association, in the original amount of \$43,200.00 dated June 22, 1979 and recorded June 26, 1979 in Mortgage Book 1471 at Page 394 in the Greenville County RMC Office. Said mortgage was assumed by Joseph Y. McElveen, III by instrument recorded in Mortgage Book 1477 at Page 538 in the Greenville County RMC Office.