

REGISTRATION NO. 22
COMPLETED WITHIN
15 DAYS OF GREENVILLE

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DONNIE S. TANKERSLEY
R.H.C.

Mortgage of Real Estate

BOOK 17 PAGE 515

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Ted H. J. Garner

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jim Vaughn Enterprises, Inc. (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 Seventeen Thousand and No/100 (\$17,000.00) Dollars, due and payable: on or before July 6, 1973, ¹⁰⁷⁶ ~~11~~ 11 1973

RECORDING FEE
PND \$ 1.00

with interest thereon from ~~1973~~ ^{June 1, 1973} at the rate of seven and per centum per annum, to be paid: of maturity, three-fourths (73.4%)

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 in the County of Greenville, State of South Carolina, on the southwestern side of Sylvania Drive, being shown and designated as Lot No. 27, on a plat of Revision of Lots Nos. 23 through 28, Dogwood Terrace, prepared by C. C. Jones, January 18, 1962, and recorded in the RMC Office for Greenville County, S. C., in Plat Book "WW", at Page 219, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Sylvania Drive, joint front corner of Lots Nos. 27 and 28, and running thence along the joint line of said lots, S. 48-20 W. 157.6 feet to an iron pin, joint rear corner of Lots Nos. 27 and 28; thence along subdivision line along rear line of Lot No. 27, S. 32-42 E. 150 feet to an iron pin, joint rear corner of Lots Nos. 26 and 27; thence along the joint line of said lots, N. 20-58 E. 181.3 feet to an iron pin on the southwestern side of Sylvania Drive, joint front corner of Lots Nos. 26 and 27; thence along the southwestern side of said Drive, N. 24-07 W. 68.2 feet to the point of BEGINNING.

The within is a second mortgage, second in priority only to that certain mortgage to First Federal Savings & Loan Association, said mortgage being in the original amount of \$12,000.00, recorded 27 March 1962, RMC Office for Greenville County, S. C., in Mortgage Book 885, at Page 462.

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

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN

FILED
GREENVILLE CO.