STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JIM VAUGHN ENTERPRISES, INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of ______ Twenty Eight Thousand Four Hundred and no/100 ______ DOLLARS

(\$ 28,400.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is twenty nine (29) cars after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

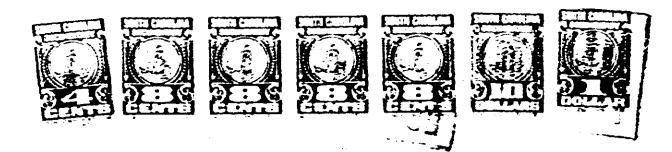
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, being known and designated as Lot No. 43 of Adams Mill Estates according to a plot by Dolton & Neves dated June, 1972, and recorded in the RMC Office for Greenville County in Plot Book 4R at Page 31, and having according to said plot the following metes and bounds, to wit:

BEGINNING at a point on the southwesterly side of Amberwood Lane at the joint front corner of Lots 43 and 44, and running thence S 49-04 W 160 feet to a point; running thence N. 40-56 W, 110 feet to a point on the southerly side of an unnamed street; thence with said street, N 49-04 E, 135 feet to a point; thence with the intersection of said street and Amberwood Lane S85-56E., 35.3 feet to a point on the southwesterly side of Amberwood Lane; thence with said Lane, S 40-56 E, 85 feet to the point of BEGINNING.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment of Extures now or hereafter attached, connected, or litted thereto in any manner, it being the intention of the parties hereto that all such fix tures and equipment other than the usual household for over the considered a part of the real estate.

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