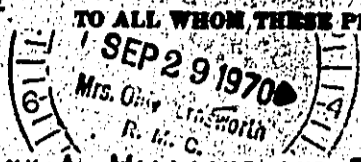


TO ALL WHOM THESE PRESENTS MAY CONCERN,



WHEREAS, WE, FRANK A. WILLIAMS AND FRANCES D. WILLIAMS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **MOTOR CONTRACT COMPANY OF GREENVILLE, INC.**, its successors and assigns forever (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 ***ONE THOUSAND FIVE HUNDRED EIGHTY-THREE AND 28/100** Dollars (\$*1583.28*** due and payable in monthly installments of ***\$263.88***, the first installment becoming due and payable on the 16th day of Oct. 1970 and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has been paid, with interest thereon from maturity at the rate of seven per centum per annum; to be paid on demand.

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, to wit: **CHICK SPRINGS TOWNSHIP, ON THE SOUTHEAST SIDE OF U. S. HIGHWAY No. 29 AND BEING SHOWN AND DESIGNATED AS LOTS Nos. 202, 203 AND 204 ON PLAT OF THE PROPERTY OF ROBERT J. EDWARDS MADE BY DALTON & NEVES, ENGINEERS MAY, 1951 AND WHEN DESCRIBED AS A WHOLE HAS THE FOLLOWING METES AND BOUNDS, TO-WIT:**

BEGINNING AT AN IRON PIN ON THE SOUTHEAST SIDE OF U. S. HIGHWAY No. 29 AT JOINT FRONT CORNER OF LOTS Nos. 201 AND 202 S. 47 E. 310 FEET TO AN IRON PIN; THENCE N. 43 E. 300 FEET TO AN IRON PIN, JOINT REAR CORNER OF LOTS Nos. 204 AND 205; THENCE WITH THE COMMON LINE OF LOTS Nos. 204 AND 205 N. 47 W. 325 FEET TO AN IRON PIN ON RIGHT-OF-WAY OF U. S. HIGHWAY No. 29; THENCE WITH THE SOUTHEAST SIDE OF SAID RIGHT-OF-WAY S. 43. W. 141 FEET TO AN IRON PIN; THENCE S. 47 E. 15 FEET TO AN IRON PIN; THENCE CONTINUING WITH SAID RIGHT-OF-WAY S. 43 W. 159 FEET TO THE POINT OF BEGINNING.

THE ABOVE IS THE SAME PROPERTY CONVEYED TO THE MORTGAGORS BY DEED DATED MARCH 11, 1964 AND RECORDED IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY IN DEED BOOK 744, AT PAGE 328.

S. C. Documentary Stamps Affixed to Copy

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 herein specifically stated otherwise as follows: **THIS IS A THIRD MORTGAGE, BEING SUBJECT TO THAT FIRST MORTGAGE GIVEN TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION IN THE ORIGINAL AMOUNT OF \$40,000.00 DATED MARCH 13, 1964 AND RECORDED IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY IN MORTGAGE BOOK 952, AT PAGE 188, AND THAT SECOND MORTGAGE TO MOTOR CONTRACT CO. OF GREENVILLE, INC. IN THE ORIGINAL AMOUNT OF \$7226.00 AND RECORDED IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY, BOOK 1069, AT PAGE 209.** 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgagee debt, whether due or not.