

Mortgagee's address: 904 Plantation Drive, Simpsonville, S.C. 29681

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1577 PAGE 411

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Larry Eugene Williams and Lillie Mae Williams

(hereinafter referred to as Mortgagor) is well and truly indebted unto Apex Enterprises, a General Partnership

(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 Four Thousand and No/100----- Dollars (\$4,000.00) due and payable

as per the terms of that promissory note dated August 5, 1982

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

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, lying on the northwestern side of Textile Street in West Greenville, Greenville Township, being shown as a portion of Lots 15 and 16 of Block D on plat of Melville Lane Company recorded in Plat B-ok A at Page 97 and being more particularly described as follows:

BEGINNING at an iron pin on the northwestern side of Textile Street (formerly Bennett Street) which point is 50 feet northeast from the northeastern corner of the intersection of Burdette Street and Textile Street and running thence along the line of Lot now or formerly owned by Earl Goodwin, N. 46-15 W. 100 feet to pin in line of Lot 14; thence with the line of Lot 14, N. 43-35 E. 50 feet to an iron pin; thence along the line of Lot now or formerly owned by Jenkins, S. 46-15 E. 100 feet to pin on northwestern side of Textile Street; thence along the line of Textile Street, S. 43-45 W. 50 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of the mortgagee herein as recorded in Deed Book 1171 at Page 714, in the RMC Office for Greenville County, S.C., on August 9, 1982.

If all or any part of the property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagors from all obligations under this mortgage and the note.

COPIED
AU 9 82
017

(Continued on back)

THIS IS A SECOND MORTGAGE

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 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.

4.0000

0411

RECORDED
INDEXED
FEB 16 1982
GREENVILLE COUNTY, S.C.

4328 RV-2