STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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CONTRACTOR OF REAL ESTATE

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R.M.C. TSLEY

WHEREAS,

We, ROY L. OLIVER & LINDA G. OLIVER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DONALD J. WILLIAMS

on or before six (6) years from date

with interest thereon from

date at the rate

8%

per centum per annum, to be paid: Every 6 months

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, as shown on survey of Groce Meadow Estates made by Jeffery M. Plumblee, Surveyor, April 27, 1983, as being Tract No. 5 containing 1.0 Acres according to said plat and having the following courses and distances, to wit:

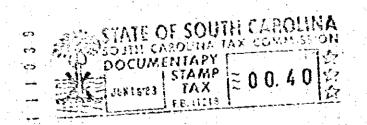
BEGINNING at iron pin at joint front corner Lots 4 & 5 on Groce Meadow Road and running thence along Groce Meadow Road S. 1-13 W. 126.7 feet to iron pin; running thence N. 65-17 W. 458.6 feet to iron pin; running thence N. 11-17 E. 85.1 feet to iron pin, joint rear corner Lots 4 & 5; running thence S. 69-45 E. along joint line of Lots 4 & 5, 429.1 feet to iron pin on Groce Meadow Road, the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagee herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

This mortgage is junior in lien to that certain mortgage in favor of Community Bank of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

Mortgagee Address:

P.O. Box 908 Greer, SC 29651



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 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 heireinabove 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 had clearly all large 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.

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