MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

A SECTION OF THE SECT

MORTGAGE OF REAL ESTATE - OREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

COUNTY OF GREENVILL

WHEREAS, Boan Associates

(hereinaster referred to as Mortgagor) is well and truly indebted unto James F. Harrison

(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 Five Thousand and No/100ths----- Dollars (\$ 5,000.00) due and payable January 15, 1980,

with interest thereon from date at the rate of ten per centum per annum, to be paid: same time as aforesaid payment of principal 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:

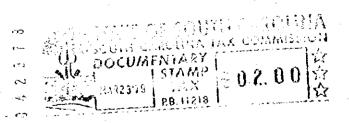
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration 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 condominium unit located, lying and being in Greenville County, State of South Carolina, being known as Unit No. 12 of Williams at North, Horizontal Property Regime and being more fully described reference to the Master Deed of Williams at North establishing said horizontal property regime, dated June 14, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1001 at Pages 301 through 354.

Together with all the rights, privileges and common elements appertaining to the above described office unit as set forth in said Master Deed and By-Laws of Williams at North Horizontal Property Regime.

This is the identical property conveyed to the mortgagor herein by deed of James F. Harrison dated March 21, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1099 at Page 156

The lien of the within mortgage is second and subsequent to the lien of that mortgage given by Walter S. Griffin to First Federal Savings and Loan Association dated April 29, 1976, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1366 at Page 512.



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 Idsual 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 soized 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.

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