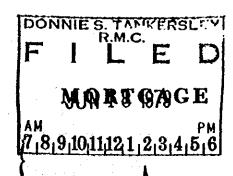
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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Evan L. Williams, Jr.

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

and

Jenny L. Williams

(\$18,000.00), 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 Ten (10) years 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 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,

All that certain piece, parcel or lot of land situate, lying and being on the eastern side of Plantation Drive in the County of Greenville, state of South Carolina being shown and designated as Lot No. 3h on a plat of Holly Tree Plantation, Phase II SectionII, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5D, Page 17 and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the eastern side of Plantation Drive at the joint front corner of Lots 33 and 34 and running thence with the eastern side of said Plantation Drive N. 6-00N. 30.0 feet to a point and N. 16-00N. 46.0 feet to a point at the intersection of said drive with Holly Tree Lane; thence with the intersection of Plantation Drive and Holly Tree Lane N. 25-29 R. 37.45 feet to a point on the southern side of Holly Tree Lane; thence with the southern side of said Lane, N. 66-59 R. 140 feet to the corner of Lot 17; thence with the line of Lot 17, S. 15-00 R. 167.30 feet to the joint rear corner of Lots 33 and 34; thence with the common line of said lots, S. 89-41 W. 172.55 feet to the point of beginning; and being a portion of the same property conveyed to Rosamond Enterprises, Inc. by deed of Holly Tree Plantation, a Limited Partnership, recorded May 15, 1978 in the RMC Office for Greenville County in Deed Book 1079, Page 139.

This conveyance is made subject to such covenants of record, governmental statutes, ordinances, rules and regulations, if any, as may be applicable to the property herein above described.

As a part of the consideration herein, the grantees agree to and do hereby assume that certain mortgage held by Fidelity Federal Savings and Loan Association dated May 12, 1978 recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1432, Page 247 and having a present balance of 58,000.00.

This is the same property conveyed by deed of Rosamond Enterprises, Inc., dated8-28-78. recorded 8-29-78 in Volume 1086 at Page 300.

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 or 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.

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