STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE (1977).

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

whereas, John Wil

John Williams, Jr. and Willie H. Sullivan, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN FINANCIAL SERVICES, INC.

P. O. Box 10242, Federal Station, Greenville, S. C. 29603

(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

Twelve Thousand and no/100 Dollars----------- Dollary 12,000.00

) due and payable

In One Hundred Twenty (120) consecutive monthly installments of Two HUndred Eight and 70/100 (\$208.70) dollars, beginning on April 26, 1980, and on the same day of each month therafter until paid in full.

STATE

with interest thereon from

March 26, 1980

at the rate of 17.00

per centum per annum, to be paid:

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 the presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, in Fairview Township, on Martin's Creek of Reedy River, about twenty-three miles from the City of Greenville, about five miles from Fork Shoals, about eight miles from Fountain Inn, and about twelve miles from Pelzer, near the road which runs from McKittrick's Bridge to Hillside Church, and about one-half mile from Hillside Church; bounded on the north by lands to be sold to W. Marvin Tollison, on the east by Martin's Creek, on the south by lands of W. P. Nesbitt, and on the west by lands of James Woods, and having the following metes and bounds, according to a survey made by Walter Nash, about the month of November, 1914, to-wit:

BEGINNING at a stone on Walter Woods' corner; thence N. 6 degrees E., 8.38 chains to a stone (Marvin Tollison's corner); thence N. 77 1/2 degrees E., 11.25 chs. to a stone; thence S. 19 1/2 degrees E., 2.50 chs. to a stone; thence S. 68 degrees E. 14.25 chs. to Martin's Creek; thence down meanderings of said creek 10.70 chs; thence from stone on east bank of Creek, S. 70 1/2 degrees W. 15.90 chs. to a stone on old road; thence N. 6 degrees W. 5.60 chs. to stone; thence N. 19 1/2 degrees W., 7.70 chs. to a stone; thence N. 89 degrees W., 7.71 chs to the beginning corner, containing thirty-six and 10/100 (36.10) acres, more or less.

ALSO: A certain lot of land situated in State and County above mentioned and located in southern portion of Fairview Township and bounded by the lands of (continued on next page) logether with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-

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 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 tee simple absolute, that it has good right and is layfully 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 detend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomseever 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 Mortagee 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 Mortgage debt, whether due or not.

15 (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it tail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

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