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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MOVIE 12 33 PH 187 MORTGAGE OF REAL ESTATE

R M.CTO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Ray H. Williams and Annette L. Williams

(hereinefter referred to as Mortgagor) is well and truly indebted unto Personal Thrift Plan, Inc., Bell Tower Shopping Mall, Greenville, S.C., 29601,

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 bereby 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 piece, percel 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, shown as Lot No. 17 on plat of RENFREW PLANT OF ABNEY MILLS recorded in the RMC Office for Greenville County in Plat Book QQ, at Page 53, and which lot fronts 67 feet on the eastern side of School Street and having such metes and bounds as shown on said plat, and being the same conveyed to Ray H. and Annette L. Williams by deed dated February 14, 1974, of Alvin G. McDaniel.

The lien of this mortgage is junior and inferior in rank to that mortgage given to Poinsett Federal Savings and Loan Association in the amount of \$8,000.00 as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1302, at Page 42.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or apportaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 aquipment, other than the usual household furniture, he 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 as 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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