

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, David Willis and Linda Willis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest, P.O. Box 485, Travelers Rest, S.C. 29690

(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 Thirteen Thousand and No/100-----  
-----Dollars (\$ 13,000.00\*\*\*) due and payable

Per Terms of Note

with interest thereon from date of note at the rate of 14.5 % per centum per annum, to be paid: monthly

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:

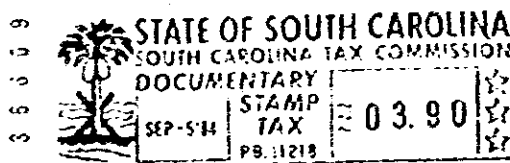
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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, being known and designated as Lot No. 5-A of Goodwin Bridge Estates, as shown on plat entitled "Revise Plat, Goodwin Bridge Estates" recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-J, Page 19, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of Marcia Court at the joint corner with Lots 6, 7, and 8A, and running thence along the line of Lot 6, S. 71-31 W. 507.7 feet to an iron pin; thence N. 1-00 W. 176.0 feet to an iron pin at the joint rear corner of Lots 5-A, and 5; thence along the line of Lot 5 N. 80-00 E. 489.0 feet to a point in the center of Marcia Court at the joint corner of Lots 5 and 5-A; thence along the center of Marcia Court S. 1-43 E. 100 feet to the beginning corner.

THIS conveyance is subject to a drainage easement as shown on the recorded plat, and the grantors expressly reserve as easement on the westernmost portion of the said tract for the purpose of flooding the same with a lake to be constructed on other property of the grantors, which easement shall be construed as running with the land, subject; however, to the right and privilege in the Buyer, his heirs and their assigns, to the use of such lake as may be constructed. As part of this easement it is agreed that if no such lake is constructed within twenty(20) years from the date hereof, then the easement shall terminate. It is further a condition of this easement that if a lake is constructed by the Seller or Grantors on properties adjoining the tract herein described and said lake does not cover any part of the said tract then said easement shall likewise and forthwith terminate.

THIS being the same property that was conveyed unto the Mortgagor by deed of Phillip G. Soderquist and June C. Soderquist as recorded in Deed Book 1221 at page 56 on September 5, 1984.



At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any reason whatsoever.

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 hereinabove described in fee simple absolute, that it has a 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.

RECEIVED

SEP 25 1984