STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

OLUME AR VEW RITH

MORTGAGE OF REAL ESTATE

ROOK 939 PAGE 445

M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, Roy Williams and Betty H. Williams

(hereinafter referred to as Mortgagor) is well and truly indebted unto Nellie K. Sims

(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 Eight Thousand, Two Hundred and Eight and

42/100--

Dollars (\$ 8,208.42 ) due and payable

in monthly installments of Eighty (\$80.00) Dollars each, the first installment to become due on the 1st day of December 1963, and a like installment to become due on the first day of each and every month thereafter until this indebtedness plus interest has been paid in full

with interest thereon from date at the rate of Six 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 aforesald 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 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, in Oaklawn Township, about one mile west of Fork Shoals, and described as follows: Beginning at a point in road leading from Fork Shoals to Lickville at corner of lands of Alex Rodgers; thence with line of Alex Rodgers N. 17-45 W. 2620 feet to a stone; thence S. 83-45 E. 426.5 feet to a stake; thence S. 17-45 E. 2450 feet to a point in road; thence along center of road S. 73-45 W. 400 feet to beginning, and containing 23.3 acres, more or less.

Also, all that piece, parcel or lot of land in Oaklawn Township, said County and State, about one mile west of Fork Shoals, on the north side of the Fork Shoals and Lickville road, and described as follows: Beginning at a point in center of the said road at corner of J. w. King, Sr. and E. F. Sims land; thence along center of road N. 73-15 E. 50 feet to a point in center of road; thence leaving road N. 7 E. 156.2 feet to a stake; thence N. 28-30 W. 662.3 feet to a stake on line of Sims and King line; thence along their line S. 17-45 E. 790.2 feet to beginning corner, and containing 1.17 acres, more for less.

Also, all that piece, parcel or lot of land in Oaklawn Township, said County and State, and described as follows: Beginning at a stake on line of J. W. King land and corner of land of Maurice Berry, and running thence along the line of J. W. King, N. 82-45 W. 1518 feet to asstone on line of Alex Rodgers land; thence N. 18-25 E. 328 feet to a post oak at the head of a branch; thence down the branch; N. 81-30 E. 480 feet to a bend; thence S. 88-15 E. 592 feet to a bend in branch; thence N. 86-E 259 feet to a stake at the mouth of the branch where it intersects little Reedy ork Creek; thence down the creek as the line S. 50-30 E. 419 feet to a stake on line of Maurice Berry; thence along his line S. 39 W. 409 feet to the beginning corner, and containing 17.50 acres, more or less.

This is a purchase money mortgage.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident of appertaining, 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 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 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 Mortgagor forever, from and applies the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.