CHETWITE CO. S.C. STATE OF SOUTH CAROLINA

10 55 AM 1866 COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE Francisco State n. v.S.

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WHEREAS, We, Joe E. Willis and Bertie H. Willis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Claudine C. Williams and William E. Williams, Jr.

(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 Hundred and No/100------______Dollars (\$ 1300.00) due and payable on or before September 3, 1968, provided that at least one substantial payment thereof shall be made during any twelve month period of the said two year term, and provided further that the promisors shall have the privilege of paying off the entire balance at any time

one-half (4 1/2%) with interest thereon from date at the rate of four and/per centum per annum, to be paid: with payments

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 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, Highland Township, located near the Blue Ridge High School adjoining the property of the said school about nine miles north of the City of Greer, being shown on a plat made for William Hayden Bryant by R. B. Bruce, Surveyor, dated September 6, 1958, revised May, 1963, and having the following courses and distances:

BEGINNING on a stone and iron pin, the westernmost corner of the tract, and running thence S. 47-57 E. 92.8 feet to a stake; thence S. 46-01 E. 520.2 feet to an iron pin; thence N. 61-02 E. 675 feet to an iron pin; thence N. 70-37 E. 163.3 feet to an iron pin; thence N. 45-28 E. 652.8 feet to an iron pin east of branch; thence N. 49-12 W. 463.2 feet to a stone; thence S. 50-08 W. 754.2 feet to a stone; thence S. 50-44 W. 312.8 feet to a stone; thence N. 33-25 W. 289 feet to an iron pin; thence S. 52-49 W. 260 feet to a corner near county road; thence crossing road S. 36-16 W. 174 feet to the beginning corner, containing 17.42 acres more or less.

This is the same property convyed to the Mortgagees by deed of T. Ervin Forrester, recorded on October 7, 1965 in the R.M.C. Office of Greenville County, South Carolina in Deed Book 783 at page 491/

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