WHEREAS,

LARRY W. WILLOUGHBY and DORIS L. WILLOUGHBY

herein free referred to as Mortgagor) is well and truly indebted unto

C. N. MORTGAGES, INC.

description referred to as Mistagees as explained by the Mostgagor's promissory note of even dute healwith, the terms of which are in 1901 to ded herein by reference in the single Nine Thousand, Seven Hundred Twenty and no/100----

In Sixty (60) monthly installments of One Hundred Sixty-Two and No/100 dollars (\$162.00), beginning the 26th day of March, 1975 and ending February 26, 1980.

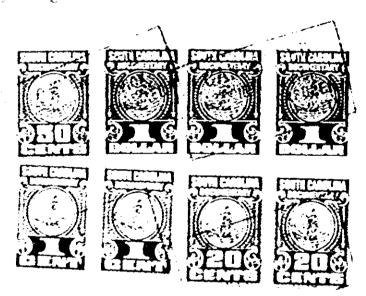
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance prenounce, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, an conscieration of the aforesaid debt, and in order to secure the payment thereof, and or any other and farther's mis for which the Mortgagor may be in tebted to the Mortgagor at any time for a livances made to or for his account in the Mortgagor, and also in consideration of the further sum of Three Dollars. Solid to the Mortgagor in hand well and timly paid by the Mortgagor it and before the scaling and delivery of these presents, the receipt whereof is hereby adminished, has granted, burgained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

"MLL 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, and according to a revised plat of Oak Hill Sub-

division, recorded in the R.M.C. Office for Greenville County in Plat Book Z at Page 39, said lot is known and identified as Lot #35, Section A, of OakHill Subdivision, and according to the said plat, having the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Oak Hill Street at the common corner of Lots 32 and 35, which point is 230 feet from the intersection of Oak Hill Street and Good Street and running thence with the common boundary line of said lots, N. 40-33 W., 94.7 feet; thence N. 35-43 E., 92 feet to a point at the joint rear corner of lots 35, 36 and 37; thence along the common boundary line of lots 35 and 36, S. 36-83 E., 116.5 feet to a point on Oak Hill Street; thence along said street, S. 49-08 W., 80 feet to the point of beginning.



Together with all and singular rights, members, hereditiments, 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 equippenent, 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 horomabove described in fee simple absolute, that it has good right and is lawfully authorized to soil, convey or encounter the same, and that the premises are free and clear of all lens and encounforances 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 whomisoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgageo for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of times, 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 indebtness 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 Mortgagee 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.

(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 fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are 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.