STATE OF SOUTH CAPOLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS,

W. N. LESLIE, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JAMES WALTER WILLIAMS, JR., AND SAMUEL LAWRENCE WILLIAMS

(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

TEN THOUSAND AND NO/100THS ----- Dollars (\$10,000.00) due and payable

in accordance with the terms of the note of even date herewith;

with interest thereon from date at the rate of None per contum per annum, to be paid:

N/A

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

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid dabt, 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 said by the Mortgagoe at and before the seating 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

ALL that piece, parcel or lot of land shown as Lots 2, 3, 4,5, & 6 on plat entitled "Addition to Boling Court" recorded in Plat Book WWW, at page 1, in the R. M. C. Office for Greenville County, South Carolina, said property being situated on the southern side of Barclay Court.

ALSO: ALL that piece, parcel or lot of land on the eastern side of Boling Road, designated as Lot No. 5, Block Book 1, Sheet T-34, on the Greenville County Block Books.

This is the same property conveyed to the Mortgagor by Williams Land Company, Inc., by deed dated September 25, 1970, and recorded in Deed Book 926, at page 194, on September 28, 1971, and by deed of Walter James Williams, Jr., and Samuel Lawrence Williams dated January 6, 1978, and recorded herewith.

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Together with all and singular rights, members, herditaments, and appurtecances 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 Mortgagoe forever, from and against the Mortgagor and all persons whomseever tawfully claiming the same or any part thereof.

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