Mortgagee's address: North Maple Street, Simpsonville

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE S.C. 29603

STATE OF SOUTH CABOLINA

COUNTY OF GREENVILLE

1440 m 353

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES K. WILLIAMS--WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto CRYOVAC EMPLOYEES FEDERAL CREDIT UNION-----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Ten Thousand Eight Hundred and No/100-----

---- Dollars (\$ 10,800.00--- Tdue and payable

in 144 equal monthly installments of principal and interest in the amount of 134.12, the first such payment being due and payable on September 15, 1978 and thereafter, on the 15th day of each succeeding month until the entire amount is paid in full

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

as stated in note WHEREAS, the Mortgagor may be reafter 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 tract of land located, lying and being in the County of Greenville, State of South Carolina, near Simpsonville, South Carolina, containing 3.74 acres, more or less, as shown on survey entitled "Property of James K. Williams", dated August 4, 1978, prepared by C. O. Riddle, R.L.S., recorded in the Greenville County R.M.C. Office in Plat Book 65 at Page 43, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail in cap in the center of Adams Mill Road at the joint front corner of the within tract and property now or formerly of Mohammed Nasim and running thence, N. 44-45 W., 368.4 feet to an old iron pin; thence, N. 20-27 E., 399.6 feet to an old iron pin at the corner of the within tract and property now or formerly of Victor and Willie Williams and running thence, S. 44-02 E., 540.6 feet to an iron pin in the center of Adams Mill Road; thence, with the center of said road, S. 45-58 W., 356 feet to a nail in cap, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Lewis H. Keeler and Joyce M. Keeler recorded in the Greenville County R.M.C.Office in Deed Book/085 at Page 139 on the //t/day of August, 1978.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of M 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 tatention 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 beggin. 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 whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

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

That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to the 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 help 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 help 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 Mortgagee and 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.