ERWOOD, WALKER, TODD & MANN

WHEREAS, DAVID R. WILLIAMS and MARGARET WILLIAMS

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

JANE B. 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

in full ten (10) years after the date hereof,

with interest thereon from date hereof at the rate of 7 1/2 per centum per annum, to be paid: quarter-annually.

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 Mortgagoe at any time for advanced 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, the Mortgagoe's heirs, 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, City of Greenville, being shown as Tract 1 on plat of Property of Irene L. Boswell, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book LLL, Page 164, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in Langley Road at the joint corner of Lots 1 and 2 and runs thence along the line of Lot 2, S. 20-50 E. 225 feet to an iron pin; thence still along the line of Lot 2, S. 0-20 E. 245 feet to an iron pin; thence still along the line of Lot 2, S. 74-50 W. 506 feet to an iron pin; thence N. 0-20 W. 482 feet to a nail and cap in the center of Langley Road; thence along the center of Langley Road, N. 86-10 E. 99 feet to a nail and cap in Langley Road; thence still along Langley Road, N. 75-40 E. 132 feet to a nail and cap in Langley Road; thence still along Langley Road; thence still along Langley Road; thence still along Langley Road; the beginning corner.

BEING the same property conveyed to the Mortgagors herein by Deed of Stephen Newton Marlow dated March 12, 1980, to be recorded herewith.

The lien of this mortgage is subordinate to the lien of that certain mortgage given by Stephen Newton Marlow and Linda R. Marlow to Carolina National Mortgage Investment Co., Inc. in the original principal amount of \$14,000.00, recorded June 23, 1972 in Mortgage Book 1238, Page 397.

(Mortgagors have the right to prepay the note referred to above, in part or in full, prior to maturity without penalty.)

(At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagors shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagors.)

Together with all and singular rights, members, hereditaments, 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 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 is 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 hens and encumbrances except as provided horizon. The Mortgagor further covenants to warrant and forever defend all and singular the sail premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully clausing the same or any part thereof.

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