MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

TANKERSLEY

date

Warren Willis, Anne CWillis and Mary Ann Brown WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto the Bank of Travelers Rest

(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 Twelve Thousand and No/100ths------

--- Dollars (\$ 12,000.00) due and payable

one year from date

with interest thereon from

per centum per annum, to be paid: one year 16.5

from date.

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:

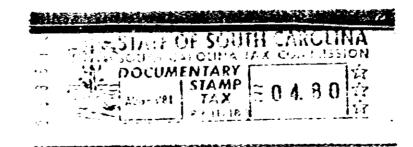
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 scaling 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'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, and being shown as an 18 acre tract according to a plat entitled "Property of T. Walter Brashier" by Jones Engineering Service, dated May 24, 1979, recorded in the R.M.C. Office for Greenville County in Plat Book 6-V at Page 99, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Williams Circle at the joint front corner of the 18 acre tract and a tract marked "Village Apartments, 4.37 acres" and running thence N. 1-26 E. 19.5 feet to the northern edge of Williams Circle; thence N. 1-26 E. 167 feet to an iron pin; thence N. 0-31 W. 99.7 feet to an old iron pin in line of property now or formerly of Bailey; thence N. 87-47 W. 99.4 feet to an old iron pin; thence N. 0-16 W. 100.7 feet to an old iron pin; thence N. 0-24 E. 107.6 feet to an old iron pin; thence N. 87-44 W. 200 feet to an iron pin; thence S. 89-05 W. 1,690.3 feet to a stone and iron pin; thence S. 63-56 E. 1,558 feet to an iron pin in line of property of "Village Apartments, 4.37 acres"; thence with line of "Village Apartments, 4.37 acres" the following courses and distances: N. 53-00 E. 110.6 feet, N. 9-20 E. 127 feet, N. 64-03 E. 83.7 feet, S. 86-44 E. 404 feet to an iron pin in the center of Williams Circle, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of T. Walter Brashier, said deed being dated July 7, 1981, recorded in the R.M.C. Office for Greenville County in Deed Book 1151 at Page 354.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagors shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.



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 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.

THE RESERVE OF THE PARTY OF THE