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LAW OFFICES OF THOMAS C. BRISSEPHED.

MORTGAGE OF REAL ESTATE GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HAR 29 10 30 M '83
DONNIE S. LANGERSLEY

R.M.C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles Williams and Thelma Williams

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

Boyd F. Martin

(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 Seventy-Seven Hundred Twenty-Two and 68/100----

Dollars (\$ 7,722.68) due and payable

according to terms set forth in promissory note of even date,

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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 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's heirs, successors and assigns:

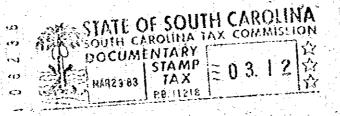
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, on the North side of Gordon Street Extension, and being the Western portion of Lot No. 56 of a subdivision of the property of Looper and Yown as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book F at page 77, reference to which is hereby craved for the metes and bounds thereof.

This property is the same as conveyed to the Mortgagors by deed of Boyd F. Martin, said deed being dated of even date, with these presents, and being recorded concurrently herewith.

This is a purchase money mortgage, being junior in lien to that mortgage covering the above described property given to Charter Mortgage Co. (now Alliance Mortgage Company) and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1541 at page 996.

Address of Mortgagee: Route 5, Box 125, East Georgia Road, Simpsonville, S. C., 29681.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.