MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Main, Attorneys at Law, Green State OF SOUTH CAROLINA DGWIES A 47 PM 13 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Walter B. Watson and Evelyn J. Watson

(hereinafter referred to as Mortgagor) is well and truly indebted unto. Thomas F. Welborn and Ruth M. Welborn

(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 Thirty-One Thousand Nine Hundred and No/100ths------

Dollars (\$ 31,900,00) due and payabl

with interest in accordance with the terms of said promissory note, the maturity date of which, unless sooner paid, is __May 1, 1990_____.

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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 Mortgigor, 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, the Mortgagor'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 on the southern side of Westcliffe Way known and designated as Lot No. 106 as shown on plat entitled "Westcliffe" prepared by Piedmont Engineers & Architects, dated December 11, 1963 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book YY, Pages 168-169 and having, according to said plat, the following meters and bounds, to-wit:

BEGINNING at a point on the southern side of Westcliffe Way at the joint front corner of Lots Nos. 106 and 105 and running thence with the common line of said lots, S. 9-39 E. 180 feet to an iron pin; thence S. 81-00 W. 120 feet to the joint rear corner of Lots 106 and 107; thence with the common line of said lots, N. 9-39 W. 180 feet to an iron pin on the southern side of Westcliffe Way; thence with the southern side of Westcliffe Way; thence with the southern side of Westcliffe Way, N. 81-00 E. 120 feet to an iron pin, the point of beginning.

The above described property is the same property conveyed to the mortgagors herein by deed of Thomas F. Welborn and Ruth M. Welborn to be recorded herewith in the RMC Office for Greenville County.

DOCUMENTAL ELECTION AND TAX ELECTION AND TAX

Together with all and singular rights, members, hereditiments, and appointenances to the same belonging in any way incident or appearations, and all of the rents, issues, and profits which may arise or be hid therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attained, connected, or litted thereto in any manners it being the intention of the parties hereto that all futures up I equipment, other than the usual homotobil functure, he considered a part of the real extent.

TO HAVE AND TO HOLD, all and simpular the said premises onto the Mortgagie, its hear, increasors and assigns, forever.

The Metropic coverants that is is brafully seized of the premises becomisone described in fee simple absolute, that it has good right with the premises are free and clear of all lens and enumbrances except it brafulls authorized to sell, convey or encumber the same, and that the premises are free and clear of all lens and enumbrances except it be provided herein. The Matrices forther covenants to warrant and freever defined all and implies the said premises unto the Mortgages from any approximation and all premises whenever the folly of branch the same or any part thread.