STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

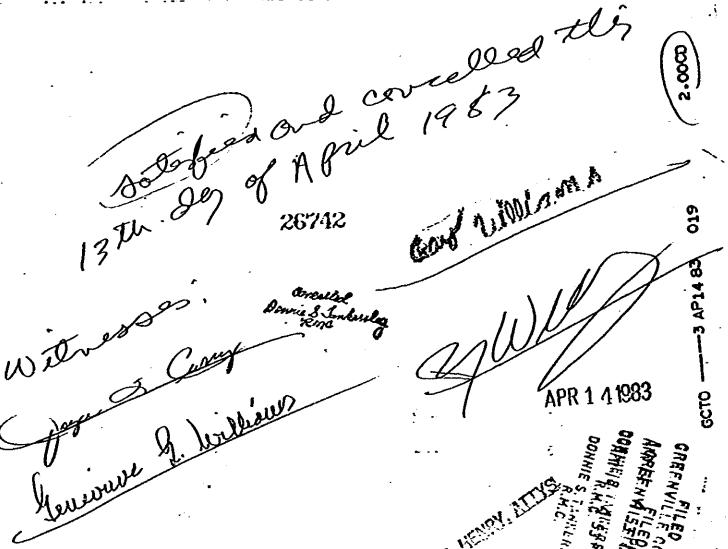
AUG 2 4 51 PH '77 TO ALL WHOM THESE PRESENTS MAY CONCERN: 800K = 80 FACE 578.

ELIZABETH RIDDLE R.H.C.

WHEREAS, WILLIAMS, INC.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ray R. Williams and Ray R. Williams, Jr.,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any may incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 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 hercinabove 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 fawfully claiming the same or any part thereof.

