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S. C.
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WILKINSON
GREENVILLE

MORTGAGE

BOOK 1503 PAGE 850

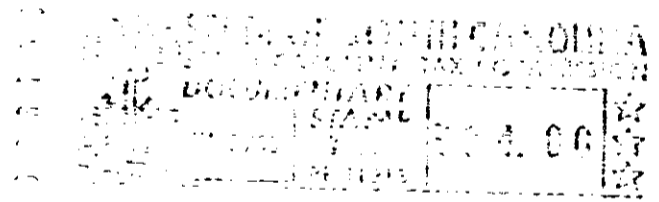
THIS MORTGAGE is made this 22 day of May 1980, between the Mortgagor Max C. Willis and James T. Willis (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1992.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the Woodside Mills Village, in the Town of Simpsonville, County of Greenville, State of South Carolina, and being more particularly described as Lot No. 12 as shown on plat entitled "A Subdivision of Woodside Mills, Simpsonville, South Carolina" made by Piedmont Engineering Service, Greenville, SC, February, 1953 and recorded in the RMC Office for Greenville County in Plat Book GG, Page 5 and having according to said plat such metes and bounds, as appear thereon. According to said plat the within described lot is also known as No. 5 "B" Street and fronts thereon 92 feet.

This is the identical property conveyed to the mortgagor by deed of Haveline A. Alexander a/k/a Haveline A. Knight to be recorded on even date herewith.



which has the address of 308 College Street Simpsonville,
[Street] [City]
S. C. 29681 (herein "Property Address");
[State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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