

In Loan Modification and Assumption Agreement per R. C. M. Park 11/23/99 page 567

FILED
GREENVILLE CO. S. C.

APR 8 11 27 AM '69
OLLIE PARNSWORTH
R. M. C.

First Mortgage on Real Estate

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN;
JIM WILLIAMS, INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, S. C., (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-EIGHT THOUSAND FOUR HUNDRED AND NO/100----- DOLLARS (\$38, 400. 00-----), with interest thereon from date at the rate of Six and three-fourths (with the provision that the interest rate may be increased) per centum per annum, said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable, August 1, 1994.

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, its successors and assigns.

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 109, as shown on a plat of the subdivision of KINGSGATE, prepared by Piedmont Engineers and Architects, recorded in the R. M. C. Office for Greenville County in Plat Book WWW, Pages 44 and 45, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Lambourn Way, which iron pin is the joint front corner of Lots Nos. 107 and 109 and running thence S. 67-01 W. 158.3 feet to an iron pin; thence S. 19-03 E. 150.0 feet to an iron pin; thence N. 66-45 E. 151.8 feet to an iron pin on the western side of Lambourn Way and running thence along the western side of Lambourn Way N. 16-35 W. 150.0 feet to an iron pin, the point of beginning.