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BOOK 1255 PAGE 421

STATE OF SOUTH CAROLINA (County of Greenville)

TO ALL WHOM THESE PRESENTS MAY CONCERN: we, Joseph P. Williams and Ruby D. Williams

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

WHEREAS, the Mortgagor is well and truly indebted unto WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, (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 TWENTY-SEVEN HUNDRED and no/100---

DOLLARS (\$ 2,700.00), with interest thereon from date at the rate as specified in said note, said

principal and interest to be repaid as therein stated, said note provides that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October 1982, 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;

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 certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the north side of Cumberland Drive about one and one-half miles northwestward from the City of Greer, near State Highway No. 101, Oneal Township, and being known as Lots Nos. Nineteen (19) and Twenty (20) of Woburn Court, property of W. Dennis Smith on plat made by John A. Simmons, Registered Surveyor, dated Dec. 11, 1963 and recorded in the R. M. C. Office for said County in Plat Book HHH, page 19. This being the same property which was conveyed to mortgagors herein by W. Dennis Smith by deed recorded in the said office in Deed Book 791, page 467. For a more particular description see the aforesaid plat.

This is a second mortgage over the above described property. Mortgagee herein holds the first mortgage which was given to it by mortgagors herein dated Septer 30, 1969 in the original sum of \$5,100.00 and which mortgage has been recorded in the said office in R. E. Mtg. Book 1139, page 421.