COMPLIED WITH

GREENVILLE CO. S. C.

BEOX 1278 PAGE 347

MORTGAGE BUNNIE S. TARAERSLEY

THIS MORTGAGE is made this... day of May between the Mortgagor, Jim Williams, Inc.

... (herein "Borrower"), and the Mortgagee, .Security Federal Savings and Loan Association a corporation organized and existing under the laws of South Carolina , whose address is ... Greenville, South Carolina ... (herein ''Lender'').

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FIVE THOUSAND _TWO_HUNDRED_AND_NO/100-Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on .. September 1, 1998.

· 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 buildings and improvements thereon, lying and being on the southeasterly side of East Woodburn Drive, near the City of Greenville, S. C., being known and designated as Lot No. 31 on plat entitled "Final Plat, Seven Oaks", as recorded in the RMC Office for Greenville County, S. C., in Plat Book 4R at Page 6, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of East Woodburn Drive, said pin being the joint front corner of Lots 30 and 31 and running thence with the common line of said lots S. 63-58 E. 304.6 feet to an iron pin; thence N. 75-50 E. 27.4 feet to an iron pin; thence N. 28-59 W. 242.8 feet to an iron pin, joint rear corner of Lots 31 and 32; thence with the common line of said lots S. 84-02 W. 171.5 feet to an iron pin on the southeasterly side of East Woodburn Drive; thence with the southeasterly side of East Woodburn Drive, on a curve the chord of which is S. 10-02 W. 68.9 feet to an iron pin, the point of Beginning.

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 in the event 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 casements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Hormwer shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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