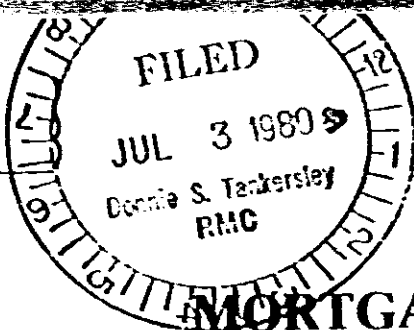


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



1506 908
PREPARED BY
VAINTON H. THRELKELD, GLENN
S. TAYLOR, ATTORNEYS

THIS MORTGAGE is made this 1st day of July
19 80 between the Mortgagor, S. James H. Williams and Sheila S. Williams, of the County
of Greenville, State of South Carolina (herein "Borrower"), and the Mortgagee,
Perpetual Building and Loan Association, a corporation organized and existing under the laws of the State of South
Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$7,161.88 Dollars, together with
finance charges of \$6,186.92, for a dollars, which indebtedness is evidenced by Borrower's
total repayment of \$13,348.80 dollars, which indebtedness is evidenced by Borrower's
note dated July 1, 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 July 1, 1990.

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 repay-
ment 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 lot of land situate in Greenville County, South Carolina,
containing 1.15 acres, more or less, and being more fully shown as Lot of "James
H. Williams" on a plat by James L. Strickland, Registered L. S., dated October,
1975, of record in the R.M.C. Office for Greenville County, South Carolina, in
Plat Book 4-0, at Page 325; said lot having the following courses and distances
to wit: BEGINNING at a point on Neely Road at the Northwest corner of said lot,
running thence South 71° 34' East 522.5 feet to a point, thence South 24° 30' West
15.4 feet, thence North 89° 53' West 514 feet to a point on Neely Road, thence
North 5° 37' East 83 feet to a point, thence North 9° 46' East 96.6 feet to the
point of beginning, said lot is bounded on the Northeast by 1.83 acres owned by
James A. Wells and Mary K. Wells, on the Southeast by lands of J. O. Williams Estate,
on the Southwest by C. D. Thompson, and on the Northwest by Neely Road. Also all
right, title and interest in Neely Road where the same adjoins the above described
lot.

And being the same lot of land conveyed unto James H. Williams and Sheila S.
Williams by deed of James A. Wells, Mary K. Wells, and James H. Williams, dated
March 4, 1976, duly of record in the R. M. C. Office for Greenville County, South
Carolina, in Deed Book 1033, at Page 23.

This is a Second Mortgage on the above described lot of land, the First
Mortgage having been heretofore given by James H. Williams and Sheila S. Williams
unto The Perpetual Building and Loan Association of Anderson, dated March 10,
1976, recorded March 15, 1976, in the R.M.C. Office in Mortgage Book
1362, at Page 393.

which has the address of Route Two Piedmont
(Street) (City)
South Carolina 29673 (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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