STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS,

DOUGLAS R. WILLIAMS and REBECCA S. WILLIAMS

(hereinaster referred to as Mortgagor) is well and truly indebted unto FRANK S. POE, JR. and MARY M. POE

(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 THOUSAND FIVE HUNDRED and NO/100-----

______) due and payable

Three (3) years from date;

per centum per annum, to be paid: Three (3) 12% Date at the rate of with interest thereon from years from date with principal as stated above.

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 purposes:

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.60) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the Easterly side of East Avondale Drive, being known and defined as Lot 12, Block K of Northgate Subdivision as shown on Plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book M, Page 13 and having according to said plat the following metes and bounds to-wit:

> BEGINNING at an iron pin on the Easterly side of East Avondale Drive at the joint front corner of lots 11 and 12 and running thence with the line of lot 11 in an Easterly direction 247.4 feet to an iron pin; thence along the rear line of lot 12 in a Southerly direction 70.65 feet to an iron pin at the joint rear corner of lots 12 and 13; thence along the line of lot 13 in a Westerly direction 257 feet to an iron pin on the Easterly side of East Avondale Drive; thence along the Easterly side of East Avondale Drive in a Northerly direction 70 feet to the beginning point.

This is the same property conveyed the Mortgagor by deed of Frank S. Poe, Jr. and Mary M. Poe, dated October ______, 1981, and recorded October ______, 1981, in the RMC Office for Greenville County, South Carolina, in Deed Book 1/56 at Page 657; and

ALL that certain piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being on the southwest side of East Avondale Dr., City of Greenville, County of Greenville, State of South Carolina, being known and designated as LOT NO. 14 of BLOCK H on plat of Subdivision known as Northgate and shown on plat recorded in RMC Office for Greenville County in Plat Book G, pages 135 and 136, and having according to said plat and a recent survey made by R.E. Dalton, Engr., August 12, 1942, the following metes and bounds, to-wit:

BEGINNING at iron pin on Southwest side of East Avondale Drive at joint corner of Lots 13 and 14 of Block H, said pin being 200 feet East from the Southeast corner of intersection of North Main Street and East Avondale Drive, and running thence along curved line with Soutwest side of East Avondale Drive to stake (chord of which is S. 62-0 E. 75 feet); thence continuing along curved line with Southwest side of East Avondale Drive to iron pin (chord of which is S. 39-0 E. 74.7 feet), joint front corner of Lots 14 and 15 of Block H; thence with line of Lot 15, S. 70-48 W. 160.8 feet to iron pin; thence along line of Lots 12 and 13 of Block H. N. 15-13 E. 150.3 feet to iron pin on Southwest side of East Avondale Drive, the BEGINNING CORNER.

This is the same property conveyed the mortgagor by deed of Mabel M. Rawlings, dated September 18, 1979, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1112 at Page 933.

(CONTINUED ON ATTACHMENT)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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ATTENDED TO