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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CREE FILED MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Frank W. Pruitt & M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Katherine Williams

(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 Ten Thousand and no/100 (\$10,000.00)

Ten Thousand Dollars and no/100------Dollars (\$ 10,000.00) due and payable

with interest in accordance with the terms of said promissory note, the maturity date of which, unless sooner paid, is April 8, 2002.

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PEK NEKUKAK KAN AMANAKAK KAMPAN :

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 (\$3.00) 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, burgained, 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

ALL that piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Greenville, Greenville County, South Carolina, and being more particularly described as Lot 18, Section 1, as shown on a plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, SC" made by Dalton & Neves, July 1950 and recorded in the R. M. C. Office for Greenville County in Plat Book Y at pages 26-31, inclusive. According to said plat, the within described lot is also known as No. 40 First Avenue and fronts thereon 75.7 feet.

THIS being the same property recorded December 28, 1973 in Book 991, Page 330 from John Knighton. 12(235) 150-3-19

THIS being the same property recorded June 19, 1981 in Book 1150, Page 314 from Carrie B. Knighton to Katherine Williams.

THIS is the same property conveyed to the mortgagor herein by deed of Katherine Williams of even date and to be recorded herewith in the RMC Office for Greenville County.

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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 liers 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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