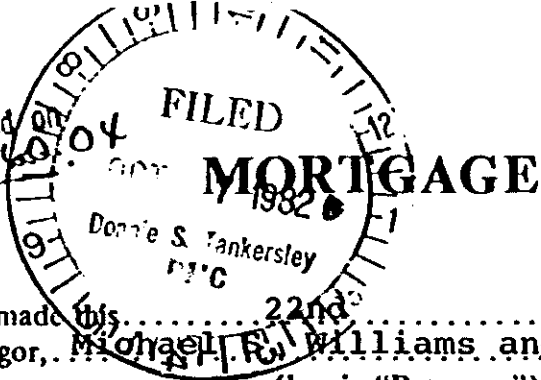


Documentary Stamps are figured on the amount financed: \$10,040.04



THIS MORTGAGE is made this 22nd day of September 1982, between the Mortgagor, Michael R. Williams and Susan K. Williams (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixteen Thousand One Hundred Eighty One Dollars & Twenty Eight Cents, which indebtedness is evidenced by Borrower's note dated September 22, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1988.

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 piece, parcel or lot of land, with all buildings and improvements, lying on the western side of east Scenic Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 22 on a plat of Montevideo, made by Terry T. Dill, Surveyor, dated May 14th, 1957, recorded in the RMC Office for Greenville County, S.C., in Plat Book KK, page 102, and having according to said plat the following Metes and bounds, to-wit :

BEGINNING at a point on the western side of East Scenic Drive at the joint front corners of Lots Nos. 22 and 23 and running thence with the common line of said Lots, S. 88-00W., 200 feet to an iron pin; thence N. 2-00 W., 100 feet to a point at the joint corners of Lots 11, 12 and 21; thence with the line of Lot No. 21, N. 88-00 E., 200 feet to an iron pin on the western side of East Scenic Drive; thence with the western side of East Scenic Drive, S. 2-00 E., 100 feet to the point of beginning.

The above property is the same conveyed to the grantors by Deed of Robert P. Allen recorded in Deed Book 1079, page 647 on May 22, 1978, and is hereby conveyed subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

The Grantees agree to pay Greenville County Property Taxes for the tax year 1980 and subsequent years.

This is the same property conveyed by Deed of Fred . and Marilyn W. Dyal unto Michael S. and Susan T. Williams dated 12/17/79 recorded 12/17/79 in the RMC Office for Greenville County volume 1117 page 448.

which has the address of ... Rt. 5, Box 603, Travelers Rest, South Carolina 29690 (herein "Property Address");

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.

SCTO --- 10C-782 1329 4.00C1

