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THIS MORTGAGE is made this 21st day of May 1974 between the Mortgagor, Mendel E. Williams, Jr., and Wanda L. Williams

(herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association , a corporation organized and existing under the laws of South Carolina , whose address is 500 E. Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand One Hundred Fifty 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 May 1, 1999

S. 86-00 W. 160.025 feet to an iron pin in the rear line of Lot No. 17; thence N. 10-05 W. 125 feet, more or less, to a point in the center of the front line of Lot No. 17 on the southern side of Perry Road; thence with said road, N. 74-38 E. 40 feet to an iron pin; thence with said road, N. 76-12 E. 120 feet to the point of beginning.

This is the identical property conveyed to the mortgegors harein by deed of Joseph M. Kee, Jr., and Susan B. Kee, dated May 21, 1974, and to be recorded herewith in the R.M.C. Office for Greenville Consultantly, South Carolina.

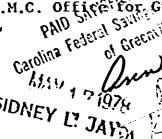


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To Have and to Hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, 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 easements 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. Borrower 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 occurred by this Mortgage.

SOUTH CAROLINA-HILMC-1/72-1 to 4 family