MORTGAGE OF REAL ESTATE

PrO. Drawer 708, Green, S.C. 29651

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT OLIN KIRBY and RUTH B. KIRBY

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER

(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

--Sixteen Thousand, Five Hundred and No/100------ Dollars (\$ 16,500.00---) due and payable

in 120 monthly installments for principal and interest of \$246.37 each beginning December 10, 1980, which if not paid sooner, the final payment shall be due November 10, 1990.

with interest thereon from date

at the rate of 13%

per centum per annum, to be paid: as stated above.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 Mortgagee, 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:

Being in or near the City of Greer, and being more particularly described as Lot Number Forty Five (45), as shown on plat entitled "A subdivision for McCall Manufacturing Company, Greer, S.C.," made by Pickell & Pickell, Engineers, Greenville, S.C., May, 1949, and recorded in the R.M.C. Office for Greenville County in Plat Book S, at Page 76. According to said plat the within described lot is also known as No. 106 Mason Street and fronts thereon 100 ft.

(Mason Street is also known as Lake Avenue).

DERIVATION: This is the same conveyed to us by Deed dated August 31, 1972, by Nellie McGuyton, Evelyn G. Dempsey, Iberia G. Godfrey and Hazel G. Spearman, and recorded in the R.M.C. Office for Greenville County in Deed Book 955, Page 393. Recorded Sept 19, 1972.

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 rich fixtures and equipment, other than the titual household furniture, be considered a part of the real estate.

GREENVILLE OFFICE SUPPLY CO. INC.

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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 heireinabove described in tee 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.