STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Eddis W. Freeman, Jr. and Brenda B. Freeman

thereinafter referred to as Mortgagor) is well and truly indebted unto

Bill H. Childress, 205 Craig Street, Fountain Inn, S. C. 29644

(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

Seven Thousand and No/100----

Dollars (\$ 2,000.00

) due and payable

in accordance with the terms of said promissory note;

with interest theseon from

date

at the rate of eighteen

per centum per annum, to be paid: monthly

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, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

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ALL that certain piece, parcel or lot of land situate, lying and bein in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 31 on plat of MARTINDALE recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 3-B, at page 97, and a more recent plat of "Property of Eddis Wilton Freeman, Jr. and Brenda B. Freeman" dated August 8, 1979, prepared by Freeland and Associates, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book MM, at page 42, reference to said plat being made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors by Lillie M. Nabors by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1109, at page 123, on August 10, 1979.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 32 on plat of MARTINDALE, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BBB at page 97, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors by James V. Pugh and Nancy A. Pugh by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1118m at page 387, on January 4, 1980.

This mortgage covering Lot 31 is a second mortgage, being junior in lien to that certain mortgage to Cameron-Brown Company recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1476, at page 639 on August 10, 1979.

This mortgage covering Lot 32 is a second mortgage, being junior in lien to that certain mortgage to James V. Pugh and Nancy A. Pugh recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1492, at page 548 on January 4, 1980.

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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 such 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 heireinabove 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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