STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 20 339 PH 184

WHEREAS, Joseph R. Poole 00HRIS PRINC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Garvin L. Boiter and H. Roy Chitwood

According to the terms of a note executed of even date herwith and incorporated herein by reference

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 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,

ALL that piece, parcel or tract of land, containing 5.25 acres, more or less, off the eastern side of Little Texas Road, in O'Neal Township, Greenville County, South Carolina, being shown and designated as Tract No. 14, on a plat of TALL PINES ESTATES, made by R. B. Bruce, Surveyor, recorded on July 18, 1978, in the RMC Office for Greenville County, S.C., in Plat Book 6-H, page 64, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center line of an easement at the joint corners of Tract Nos. 13 and 14 thereon and running thence with the line of Tract No. 13, S. 61-16 E., 383.1 feet to an iron pin; thence along the line of property conveyed to Norwood Batson, S. 8-29 E., 445.9 feet to an iron pin; thence along the line of Mountainview Acres Subdivision, N. 35-53 W., 478.—feet to an iron pin; thence along the rear lines of Tract 1A, 1, 2, 3 and an easement, N. 7-23 E. 570.5 feet to the point of beginning.

ALSO: All that piece, parcel or strip of land 25.1 feet wide running east from Little Texas Road to Tract 14, tangent to Tract 3, in Greenville County, South Carolina, as shown on a plat of TALL PINES ESTATES, recorded in the RMC Office for Greenville County, S.C., in Plat Book 6-H, Page 64, and being more fully described by metes and bounds, as follows:

BEGINNING at an iron pin at the northwesternmost front corner of Tract 3, containing 3.13 acres, on the eastern side of Little Texas Road, and running thence with Little Texas Road, N. 20-08 E., 25.1 feet to a point; thence along the line of a parallel 25.1 feet foot strip lying north of the within strip, S. 64.34 E., 760.7 feet to an iron pin at the corner of Tract 14 and 13; thence with the line of Tract 14, S. 7-21 W. 25.1 feet to a point on Tract 3; thence with the line of Tract 1, N. 64-39 W., 766.2 feet to the point of beginning. Said 25.1 foot strip is hereby conveyed subject to the concurrent rights of James C. Renoir, the owner of Tract No. 13, to use the same for non-exclusive driveway for ingress and egress purposes and the right of way of Little Texas Road.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the approperty.

THIS is the same property conveyed to the Mortgagor herein by deed of Garvin L. Boiter, et al., recorded in the RMC Office for Greenville County

Together with all and singular rights, members, heredicaments, and apportenances 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.

1328-13