STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, V. Rodger Groff and Rose Marie Groff

(hereinaster referred to as Mortgagor) is well and truly indebted unto S. Russel Stover, Jr.

(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 Thirty Thousand, Two Hundred and no/100

Dollars (\$30,200,00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as per note

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:

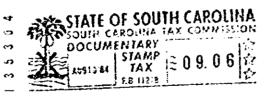
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

Greenville, on the southern side of Brookside Circle, near the City of Greenville, being shown as Lot 121 on plat of University Park recorded at Plat Book P, Page 127, and described as follows:

BEGINNING at an iron pin on the southern side of Brookside Circle, 302.3 feet east from Beverly Lane, at corner of Lot 120, and running thence with the southern side of said Circle, N 60-06 E 75.7 feet to an iron pin at corner of Lot 122; thence with the line of said lot, S 37-34 E 148.5 feet to an iron pin in line of Lot 93; thence with the line of said lot, S 52-26 W 75 feet to an iron pin, corner of Lot 120; thence with line of said lot, N 37-34 W 158.2 feet to the beginning corner.

DERIVATION: This is the same property conveyed to Mortgagor by deed of S. Russell Stover, Jr. as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1219, Page 94, on August 10, 1984.

This mortgage may not be assumed nor the property described above transferred in any manner without the written consent of Mortgagee. This paragraph shall not apply to transfers as a result of death of Mortgagor. Payments due pursuant to the mortgage note secured hereby shall bear a late charge of five percent (5%) if not paid within fifteen (15) days of the due date of said payment.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertining, and all of the reats, 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 marner; 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.

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The Modgagor covenants that it is lawfully seized of the premises beireinabore 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 berein. 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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