STATE OF SOUTH CAROLINALO OF GREENVILLEGON TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

S. & S. Investments, A Partnership

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

Post Office Box 2811, Spartanburg, S. C.

29304

of Sycamore Business Corp. (hereinafter referred to as Mortgagee) as evidenced by the MaxxxXX promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-five Thousand and No/100----- Dollars (\$ 35,000.00) due and payable

in accordance with the terms of said note;

with interest thereon from date

at the rate of 13-1/24 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:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, himg and being in the State of South Carolina, County of Greenville, at the intersection of Laurens Road and Sycamore Drive and being known and designated as property of Coleman L. Young with said plat having been made by Dalton & Neves Co. Engineering bearing date of January, 1978, with said plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-J, at page 62, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to S. & S. Investments, A Partnership, by deed of Coleman Young Enterprises, Inc. recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1138, at page 284, on December 3, 1980.

Also conveyed is the right and benefit of the easement for parking and ingress and egress which is shown on the aforesaid plat and specifically referred to in the above mentioned deed.

This is a second mortgage, being junior in lien to that certain mortgage given by S. & S. Investments, A Partnership, to the Bank of Greer, of even date, recorded herewith.

BOCUMENTARY IN THE PROPERTY IN

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 futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such futures 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 premiers unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lewfully 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsteves lawfully claiming the same or any part thereof.

STATES THE GREENVILLE OFFICE SUPPLY CO. INC.

RV.Z