MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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WHEREAS, ARTHUR J. KELLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

with interest thereon from said date at the rate of three (3%) per centum per annum, to be paid: monthly.

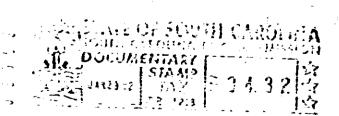
WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagoe for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, 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, and being more particularly described as Lot No. 43, Section 1, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina", made by Dalton & Neves, Engineers, Greenville, S.C., February, 1959, and recorded in Plat Book QQ at Pages 56 to 59. According to said plat the within described lot is also known as No. 23 Jones Street and fronts thereon 55 feet.

DERIVATION: This being the same property conveyed to the Mortgagor herein by virtue of a deed from Louie Hudson and Inez J. Hudson recorded in the R.M.C. Office for Greenville County in Deed Book 1003 at Page 814 on July 30, 1974.

Greenville County Redevelopment Authority Bankers Trust Plaza, Box PP-54 Greenville, South Carolina 29601



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 whomsever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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