STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

OF TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

Elliott F. Reems and Gwendolyn T. Reems

(hereinafter referred to as Mortgagor) is well and truly indebted unto Willis E. Tippin, Jr. ,

1 Cove Inlet, Seneca, S. C. 29678

(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

Twenty-nine Thousand Seven Hundred Sixty and 41/00 ollars (\$ 29,760.41) due and payable

in accordance with the terms of said note;

with interest thereon from

date

at the rate of ten

per centum per annum, to be paid: annually

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:

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ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, on Jug Factory Road, being known and designated as Tract "A" on plat prepared by James R. Freeland on June 2, 1982, entitled "Property of Willis Tippin", said plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-D at page 4, reference to which is hereby made for a more complete description by metes and bounds.

This is a portion of the property conveyed to Elliott F. Reems and Gwendolyn T. Reems by Willis E. Tippin, Jr. by deed dated June 24, 1982, recorded hexewithx in Deed Book 1169, at page 209 on June 25, 1982. This is a second mortgage, being junior in lien to that certain mortgage to Mary K. Tippin dated June 24, 1982, recorded herewith.

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Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or appertaining, 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 manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual bousehold 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 hereinabove 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 whomsoever lawfully claiming the same or any part thereof.

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GREENVILLE OFFICE SUPPLY CO. INC.

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