STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS,

WILLIAM F. LEESON and MARGOT H. LEESON

(hereinafter referred to as Mortgagor) is well and truly indebted unto GLORIA SHAW and JOSEPH E. SHAW, 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

Ninety-Six Thousand and No/100----- Dollars (\$96,000.00) due and payable

(According to the terms of the note executed simultaneously with this mortgage)

with interest thereon from July 1, 1984 at the rate of 12%

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 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 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, known and designated as part Lot 32 and all of Lot 33, according to plat recorded in the RMC Office for Greenville County, S. C. in Plat Book BB at Page 133, and according to a more recent survey dated 8/1/79 prepared by Freeland and Associates of Stone Lake Heights, Section 1, and having the following metes and bounds to-wit:

BEGINNING at an iron pin on Lakecrest Drive at the corner of Lots 33 and 34, and running thence S. 88-25 E. 287 feet to an iron pin at Stone Lake; thence along the lake. the traverse of which is, S. 1-35 W. 225 .62 feet to a point in Lot 32; thence N. 88-25 W. 285 feet to Lakecrest Drive; thence along Lakecrest Drive, N. 1-35 E. 225.62 feet to the beginning corner.

This being the same property conveyed by deed from Gloria Shaw and Joseph E. Shaw, Jr. unto William F. Leeson and Margot H. Leeson, by deed recorded in the RMC Office for 'Greenville County, South Carolina in Deed Book 15/5 at Page 977, recorded the 29/day of June, 1984.

This Mortgage shall not be assumable

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 e ch fixtures and equipment, other than the assual 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 see 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 whomseever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.