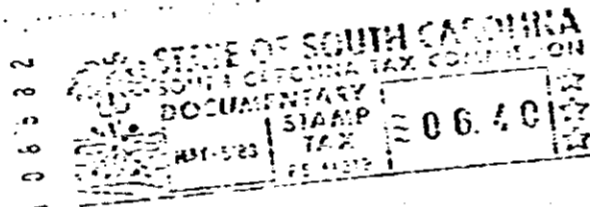


MORTGAGE OF REAL ESTATE - Terry E. Haskins, Attorney at Law  
 FILED  
 GREENVILLE CO S.C. BOOK 1695 PAGE 491  
 STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE  
 MAY 5 3 37 PM '83 MORTGAGE OF REAL ESTATE  
 DONNIE S. JAMES R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 85 PAGE 71

WHEREAS, Frank R. Godbey and Marlene R. Godbey  
 (hereinafter referred to as Mortgagor) is well and truly indebted unto George B. Pepper and Carrie C. Pepper, Route  
 7, Easley, SC 29640  
 (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 SIXTEEN THOUSAND AND NO/100ths Dollars (\$ 16,000.00 ) due and payable  
 according to the terms of the note executed of even date herewith.

This being the same property conveyed to the Mortgagors herein by deed of  
 George B. Pepper, et al. dated April 29, 1983 and recorded in the RMC Office for  
 Greenville County in Deed Book 1187 at page 170.



APR 20 1984

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FILED  
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 DONNIE S. JAMES R.M.C.

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APR 20 84

Terry Haskins

4-6-84  
 SATISFIED/PAID-IN-FULL

George B. Pepper  
 Carrie C. Pepper

WITNESSES:  
 Terry Haskins

GCTO -----3 MYS 83 031

Donnie S. James R.M.C.

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.

4. 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 fully 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 whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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