(Oct 20 3 41 PH '77 MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE DONNIE S. TANKER STEALL WHOM THESE PRESENTS MAY CONCERN:

I, Allen L. Freeman WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust at Greenville, South Carolina

(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

Four Thousand Five Hundred Fifty Three & 40/100 Dollars (\$ 4,553.40) due and payable in sixty (60) equal installments of Seventy Five Dollars and 89/100 (\$75.89) per month, commencing the 20th day of November, 1977, and each consecutive month thereafter until paid in full; payments to apply first to interest and then to principal with the privilege of acceleration.

with interest thereon from

date

at the rate of A.P.R.

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 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:

"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

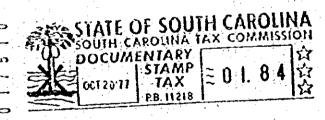
ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 8, as shown on a Plat of the subdivision of Washington Heights, Section E, recorded in the R. M. C. Office for Greenville County in Plat Book M, at Page 107.

THIS conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded Plat or on the premises.

BEING the same property conveyed to the Mortgagor by Ruth Ann D. Bell and Diane D. Bowens by deed on April 17, 1976, and recorded on April 19, 1976 in Deed Book 1034, at Page 904, in the Office of the R. M. C. for Greenville County.

THIS is a Junior and Second Lien.

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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 r ch 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 ree 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 whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.