MORTGAGE OF REAL ESTATE.

FirED STATE OF COUTH CAROLINA S. C. COUNTY OF GREENVILLEPHY

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MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

William B. Quartrone and Barbara M. Quartrone

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest, Travelers Rest, SC

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated kerein by reference, in the sum of

Thirteen Thousand and no/100ths

Dollars (\$ 13,000.00 ) due and payable

per centum per annum, to be paid: as set forth in even date at the rate of 16.75 with interest thereon from said note

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, incurance 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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 bereafter constructed thereon, situate, hing and being in the State of South Carolina, County of Greenville, and having, according to plat thereof prepared by J. C. Hill, L.S., April 3, 1956, the following metes and bounds,

BEGINNING at an iron pin on the North side of Gap Creek, which point is 464.8 feet east of the intersection of said road with Jones Gap Road and which point is joint front corner of Lots 1 and 2; thence along line of Lot 2 N 20 E 176.3 feet to iron pin on South Bank of Middle Saluda River; thence continuing along same course 20 feet, more or less, to point in center of said river; thence down center of said river, 168 feet, more or less, in a Southeasterly direction to point in center of said river where Gap Creek intersects said river; thence in a Southwesterly direction to iron pin near South Bank of Middle Saluda River; thence S 52-15 W along edge of Gap Creek Road 92.0 feet to a iron pin; thence still along North edge of said Road, S 83-40 W 119.8 feet to point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor by deed of William B. Ward and Blanche Betty Ward as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1076, Page 180 on March 30, 1978.

This mortgage is junior and second in lien to that certain note and mortgage given to William B. and Blanche Betty Ward as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1427, Page 450 on March 30, 1978.

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Together with all and singular rights, members, bereditaments, 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 futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all rich futures 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 soized of the premises heireinabove described ir 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 berein. 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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