STATE OF SOUTH CAROLINA

CO. S. C. MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLE 33 PHT ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE E. TANKERSLEY R.M.C

WHEREAS, Ayrie O'Kelley Alexander (life estate), Ruby O'Kelley Shelton, George D. O'Kelley and Coleman H. O'Kelley (hereinafter referred to as Mortgagor) is well and truly indebted unto the Greenville County Redevelopment Authority

(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 Nine Thousand, One Hundred Thirty Eight and no/100-----Dollars (\$ 9, 138.00 ) due and payable

upon demand, which shall be at such time as Ayrie O'Kelley Alexander becomes deceased or ceases to own or occupy the premises. At such time, the principal shall be due in full with no interest thereon.

morbinescotyteentyty/

XXXXXXXXXXX

XMOORNA XMOORN DOX OR OTHER WAYNESSEE

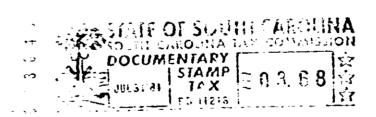
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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, and being known and designated as Lot No. 486, Section 2 as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina", made by Dalton & Neves, Engineers, Greenville, South Carolina and recorded in Plat Book "QQ" at Page(s) 56 to 59. According to said plat the within described lot is also known as No. 2 Davis Street and fronts thereon 68 feet.

DERIVATION: This being the same property conveyed to the Mortgagors herein by virtue of a deed recorded in Deed Book 892 at Page 148 on June 16th, 1970 in the RMC Office for Greenville County, South Carolina. Also, a life estate given to Ayrie O'Kelley Alexander as shown in Deed Book 892 at Page 188 recorded on June 16th, 1970 in the RMC Office for Greenville County, South Carolina.



Greenville County Redevelopment Authority Bankers Trust Plaza Box PP-54 Greenville, South Carolina 29601

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.

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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.