STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

800K15'76 PAGE 910

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHARLES P. GWINN AND HELEN GWINN

(hereinaster referred to as Mortgagor) is well and truly indebted unto GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

with interest thereon from said date at the rate of

at the rate of three (3%) 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:

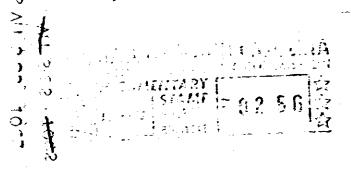
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, situate on the northeastern side of Jones Street and being shown and designated as Lot 449, Section 2 of Abney Mills Property shown on plat recorded in Plat Book QQ ac page 59, and having, according to said plat, the following metes and bounds, to wit:

BECINNING at an iron pin on the northeastern side of Jones Street at the joint front corner of lots 448 and 449 and running thence with the line of lot 449, N. 69-03 E. 138.5 feet to pin; thence S. 28-09 E. 106.2 feet to pin at the rear corner of lot 450; thence with the line of lot 450, S. 56-22 W. 152.1 feet to pin on Jones Street; thence with Jones Street, N. 22-06 W. 138.5 feet to pin, the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagors herein by virtue of a deed from Grady and Mattie Vaughn recorded in the R.M.C. Office for Greenville County in Deed Book 1036 at Page 952 on March 26, 1976.

Greenville County Redevelopment Authority Bankers Trust Plaza, Box PP-54 Greenville, SC 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 futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such 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 beirs, successors and assigns, forever.

The Morigagor covenants that it is lawfully seized of the premises heireinabove described in fee simple absolute, that it his 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 Morigagor further covenants to warrant and forever defend all and singular the said premises unto the Morigagee forever, from and against the Morigagor and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

