MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINAGE NVILLE CO. S. C.

C. MORTGAGE OF REAL ESTATE

AR 14 3 40 PH 1830 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TAHKERSLEY R.M.C.

WHEREAS, ROBERT K. FENNELL AND JIMMIE FENNELL

(hereinafter referred to 25 Mortgagor) is well and truly indebted unto GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

with interest thereon from Said date

at the rate of five (5%)

per centum per annum, to be paid: monthly.

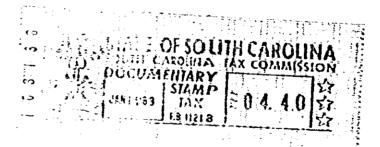
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, hing and being in the State of South Carolina, County of Greenville, and being known and designated as Lot 85 on plat of Section 1, Dunean Mills, recorded in the R.M.C. Office for Greenville County in Plat Book S, pages 173-177, and a more recent survey entitled "Property of Robert K. Fennell", prepared by Carolina Surveying Co., dated October 9, 1980 and recorded in the R.M.C. Office for Greenville County in Plat Book 8-H at Page 24, reference to said more recent plat is hereby craved for a metes and bounds description thereof.

DERIVATION: This being the same property conveyed to the Mortgagors herein by virtue of a deed from Clyde Parker Fennell, Mary Jacqueline Miles and Thomas Sumter Fennell to Robert K. Fennell, recorded in the R.M.C. Office for Greenville County in Deed Book 1136 at page 194 on October 27, 1980; and by virtue of a deed from Robert K. Fennell to Jimmie Fennell conveying an undivided one-half interest in said property, to be recorded herewith.

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 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.

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