APR 1 12 48 PH '83

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE S. IANKERSLEY
R.M.C

MORTGAGE OF REAL ESTATE

1600 1600 HASI 455

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

JAMES W. MCCULLOUGH AND MARY Y. MCCULLOUGH

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

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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 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville in the Dunean Mills Village and being more particularly described as Lot No. 38, Section 4, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S.C.", made by Pickell & Pickell, Engineers, Greenville, S.C., on June 7, 1948, revised June 15, 1948 and August 7, 1948, and recorded in the R.M.C. Office for Greenville County in Plat Book S, pages 173-177, inclusive. According to said plat the within described lot is also known as No. 71 Smy he Avenue and fronts thereon 55 feet.

DERIVATION: This being the same property conveyed to the Mortgagors herein by virtue of the will of Noah L. Yates, who died testate on October 9, 1963, leaving his property to his wife Maggie for her life, and then to her daughter Mary Y. McCullough; and by virtue of a deed from Maggie Yates to James W. McCullough and Mary Y. McCullough recorded in the R.M.C. Office for Greenville County in Deed Book 865 at page 141 on April 1, 1969.

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 ferever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

1.4328 R.M.