STATE OF SOUTH CAROLIN COUNTY OF Greenvi

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mitchell L. Gambrell and Brenda F. Gambrell WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Donald J. Williams

(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

- - Dollars (\$ 900.00 ) due and payable NINE HUNDRED AND NO/100 -

Six(6) Years from date, with the right to anticipate the whole amount or any part thereof at any time, plus interest

with interest thereon from

date

at the rate of

8%

per centum per annum, to be paid: semi-annually

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, being known and designated as TRACT No. 4 as shown on plat of GROCE MEADOW ESTATES made by Jeffery M. Plumblee, Surveyor, prepared on April 27, 1983 and containing ONE (1) ACRE according to said Survey, and is shown and located on Groce Meadow Road and having the following metes and bounds according to said plat.

BEGINNING at an iron pin on the right-of-way of Groce Meadow Road at the joint front corner of Tracts 3 and 4 and running thence along Groce Meadow Road, S. 13-32 East 54.9 feet to an iron pin; thence continuing with said Road, S. 10-11 East 96.7 feet to the joint front corner of Tracts 4 and 5; running thence along the line of said tracts, N. 69-45 West 429.1 feet; running thence N. 11-17 East 85.1 feet to the joint rear corner of Tracts 3 and 4; running thence along joint line of said tracts, S. 76-49 East 365.7 feet to an iron pin on Groce Meadow Road, the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Donald J. Williams recorded simultaneously with this mortgage.

This is a second mortgage and is junior only to one executed this date to COMMUNITY BANK.

Mortgagee Address:

P.O. Box 908 29651 Greer, SC

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.

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GREENVILLE OFFICE SUPPLY CO. INC.