STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, Sam E. Staggs

RALL "

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sam T. Staggs

(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

on or before April 1, 1986

with interest thereon from April 2, 1984 at the rate of

per centum per annum, to be paid: at maturity

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:

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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 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, located about four miles East from Tigerville, S.C., and being shown on plat made for Sam E. Staggs by R. Craig Smith, R. L. S., dated September 16, 1982 and having the following courses and distances, to wit:

Beginning at a iron pin at west side of a 30 easement, which pin is S. 08-00 E., 295 feet from nail and cap in center of Barton Road and running thence N. 78-00 E., 268 feet to pin; thence S. 11-57 W., 268.75 feet to pin; thence S. 05-35 E., 188 feet to iron pin; thence S. 78-00 W., 162 feet to pin on old line; thence N. 08-00 W., 450 feet along old line to the beginning corner and containing 2.03 acres, more or less.

ALSO a 30 foot easement for ingrees and egrees as shown by said plat that runs from Barton Road along the western side of old property line to the above described property for a distance of 295 feet from center of Barton Road.

Propperty bounded on the North, Ease and South by Sam T. Staggs and on the west by outside line of Sam T. Staggs.

This is the same property conveyed by the Mortgagee to the Mortgagor by deed recorded in deed book 1174 page 525.

This mortgage is junior to a mortgage held by Citizens Building and Loan of Greer and to a mortgage held by Finance America.

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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.