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STATE OF SOUTH CAROLINA COUNTY OF Greenville

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WHEREAS, Waco F. Childers, III

thereinafter referred to as Mortgagor) is well and truly indebted unto Desmine B. Luthi

(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

As Provided in Promissory Note Excuted Simultaneously Herein.

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, lying and being in the State of South Carolina, County of

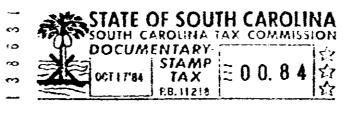
Greenville, City of Greenville, being known and designated as Lot No. 18, according to a plat of property of Northwoods, plat by Piedmont Engineering Services, dated April 24, 1947, recorded in the RMC Office for the Greenville County, South Carolina, in Plat Book P, page 123, and having to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of Windsor Drive, at the Joint front corner of Lots 16 and 18; and running thence along the line of Lot 16 S. 1-18 W. 178.3 feet; thence N. 89-31 W. 80 feet to an iron pin at the rear corner of Lot 20; thence along line of Lot 20 N. 1-18 E. 178.3 feet to an iron pin on the Southern side of Windsor Drive; thence along said Windsor Drive S. 89-32 E. 80 feet to and iron pin, the point beginning.

As a part of the consideration hereof the Grantee agrees to assume and pay according to its terms, that certain note and mortgage given to C. Douglas Wilson & Co., which there is a balance due of \$5,943.82; said mortgage being recorded in Mortgages Volume 619 at page 31.

This is the same property conveyed to the Grantee by the Grantor in Deed Book 814 at page 82 and recorded in the RMC Office for the County of Greenville, Feb. 16, 1967 and dated January 2, 1967.

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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 serzed of the premises hereinabove described in fee simple absolute, that it has good right and is multiplicated 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