STATE OF SOUTH CAROLINA COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

VOL 1696 PAGE 436

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN. GREENVILLE 60. S.C.

DEC 31 9 28 AH '84

WHEREAS, Lee R. Lovetbonnes, and Mensievan Lovett

R.M.C. (hereinafter referred to as Mortgagor) is well and truly indebted unto Otto B. Godfrey

in accordance with the provisions of Mortgagor's Promissory Note

with interest thereon from 12-28-84

at the rate of 11.5

per centum per annum, ta kennok

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 hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

All that piece, parcel or lot of land in Paris Mountain Township, Greenville County, State of South Carolina, known as a part of Old Shockley Home Place, located on Rutledge Lake Road, (formerly shown as Hunt's Bridge Road) approximately eight miles from Greenville, and having the following metes and bounds, according to a plat of John C. Smith and Son of October 1984:

BEGINNING at a nail and cap in the middle of Rutledge Lake Road and running thence along the center of the road, S. 85-00 E. 174.91 feet to a nail and cap; thence continuing along the center of said road, N. 70-20 E. 99.85 feet to a nail and cap; thence continuing along the center of said road, N.54-53E. 201.47 feet to a nail and cap; thence along the property now or formerly of Taschler, S.03-36 E 798.82 feet to an iron pin; thence along the property now or formerly of Erwin, S.54-24W. 587.34 feet to an iron pin at a spring; thence S.06-43 E. 728.45 feet to an iron pin; thence along the property now or formerly of Farr and Lewis, N. 43-04 W. 920.86 feet to a Dead White Oak; thence along the property now or formerly of Farr, N. 28-35 E. 684.74 feet to an iron pin; thence along the property now or formerly of Garren, N. 17-30 E. 468.55 feet to the point of beginning.

This property is conveyed subject to all restrictions, easements, and rights-of-way, if any.

Note: The above-referenced plat is recorded in Plat Book 11-B at Page 84 in the RMC Office of Greenville County South Carolina.

DERIVATION: This being the same property conveyed to the Mortgagee by Will of Helen T. Godfrey who died testate on November 3, 1982. Will is filed in the Probate Court for Greenville County in Apt. 1728 at Page 29.

This being the same property conveyed to the Mortgagors by Mortgagee by deed recorded herewith.

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 part premises of the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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AND A SHARE