

Mtgor's address:
c/o Smith, Barney MORTGAGE OF REAL ESTATE -
Harris & Upham,
Daniel Bldg. 29601
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDER: Please mail to:
Wm. J. & Courtney A. Valentine
Rt. 2, Box 72, Frogmore, S. C. 29920

FILED
GREENVILLE CO. S.C.
DEC 14 3 39 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1491 PAGE 245

WHEREAS, I, Douglas N. Kelly

(hereinafter referred to as Mortgagor) is well and truly indebted unto William J. and Courtney A. Valentine,
Route 2, Box 72, Frogmore, South Carolina, 29920;

(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
TWENTY THREE THOUSAND AND 00/100----- Dollars (\$ 23,000.00) due and payable

at the rate of \$356.50 each month, beginning December 1, 1979 and
continuing each month thereafter until paid in full, payments applied
first to interest, balance to principal

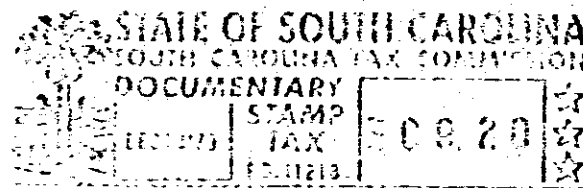
with interest thereon from November 25 at the rate of 14 per centum per annum, to be paid: monthly in
installments as above.

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, shown and designated by a certain survey
entitled "Property of Douglas N. Kelly" prepared 10/2/79 by Freeland
and Associates, James R. Freeland, R.L.S., which is recorded in the
R.M.C. Office for Greenville County, South Carolina, in Plat Book 7K,
at Page 66, reference to which is craved for a more complete
description of the metes and bounds thereof;

DERIVATION: This is the same property conveyed to the Mortgagor
herein by deed from Robert and Marion White, in Deed Book 1114,
at Page 756, recorded in the R.M.C. Office for Greenville
County on November 1st, 1979.



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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 hereinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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