MORTGAGE OF REAL ESTATE -

WHEREAS. EVELYN MAHAFFEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

upon demand, which shall be at such time as Evelyn Mahaffey becomes deceased or ceases to own or occupy the below described premises. At such time the principal amount shall be due in full with no interest thereon.

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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, Town of Fountain Inn, being known as Lots Nos. 38 and 39, fronting the southern side of Shaw Street for a total distance of 100 feet with back lines running a distance of 150 feet. ALSO, Lot No. 40 fronting the southern side of Shaw Street a distance of 50 feet and running back a distance of 150 feet.

DERIVATION: This being the same property conveyed to the Mortgagor herein by virtue of 1) a deed from Roy Mahaffey recorded in the R.M.C. Office for Greenville County in Deed Book 1140 at Page 716 on January 14, 1982; and 2) by the will of Roy Mahaffey, who died testate on February 24, 1982, leaving everything to his wife, Evelyn E. Mahaffey (see Probate Apt. 1701, File 13).

Greenville County Redevelopment Authority Bankers Trust Plaza, Box PP-54 Greenville, South Carolina 29601

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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 such fixtures are 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 Moxtgagor 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.

NVILLE OFFICE SUPPLY CO. INC.

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