Mortgagor's Address: Pos€ Office Box 1804 Greenville, S.C. 29602

MORTGAGE OF REAL ESTATE -

VIL 1949 FAST 933

A STATE OF THE STATE OF

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CREENVILLE CO. S.C. LL WHOM THESE PRESENTS MAY CONCERN: WHEREAS. Covil Corporation (A South Carolina Corporation)

(hereinafter referred to as Mortgagor) is well and truly indebted unto Yvonne W. Wells and Charles F. McWhorter, as Trustees under Irrevocable Trust Agreement of Palmer Covil dated March 1, 1979 (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated

terein by reference, in the sum of Two Hundred Thirty-Three Thousand Three Hundred which Note is due and payable March 5, 1985

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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 insklited 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 Mortgager 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 and being described more fully on the attached Exhibit A.

This is the same property conveyed to the Mortgagor herein by deed of even date from Yvonne W. Wells and Charles F. McWhorter as Trustees of said Trust, which deedwas recorded in the R.M.C. Office for Greenville County in Deed Book 1207 at Pages 160 - 163 on February 29, 1984.

This is a Purchase Money Mortgage.

It is agreed that the lien of this mortgage will be released provided substitute collateral satisfactory to the Trustees is provided. An interestbearing bank account in the principal balance of the mortgage will be deemed adequate substitute collateral.

DOCUMENTARY STAMP TAX.

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Together with all and singular rights, members, hereditaments, and appartenances 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.

8 The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in fee simple absolute, that it has good right and is Mifully 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.

THE RESIDENCE OFFICE SUPLY CO. INC. AND PROPERTY OF THE PROPER