COUNTY OF GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

HAR 18 4 25 PH '84

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS, Jerry N. Smith and Roxie W. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. N. Leslie, Inc., 611 North Academy Street, Greenville, S. C. 29601

with interest thereon from date

at the rate of ten (10%) per centum per annum, to be paid: at maturity

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagor 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:

TALL that testain press, parcel or for of laid, with all unprovenents thereon, or hereafter constructed the reon, situate, lying and being in the State of South Carolina, Compy of

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 81 of a subdivision known as STRATTON PLACE according to a plat thereof prepared by Piedmont Engineers, Architects and Planners, dated July 10, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R, at pages 36 and 37, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed by the Mortgagee to the Mortgagor by deed of even date, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage given by Jerry N. Smith and Roxie W. Smith to American Pederal Bank, FSB, dated March 15, 1984 recorded herewith.

STATE OF SOUTH CAROLINA

OUTSOUTH CAROLINA TAX COMMISSION

DOCUMENTARY

STAMP

TAX

10 3.60 12

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 berein. 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.