208 Lions Club Road, Greenville, SC 29611 MORTGAGE OF REAL ESTATE.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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O ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS. Cary R. Ivey and Debra A. Galloway

(hereinaster referred to as Mortgagor) is well and truly indebted unto Alice Rains Johnson

(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-eight Thousand

Dollars (\$ 28,000.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as per note

WHEREAS, the Mortgagor may be reafter 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:

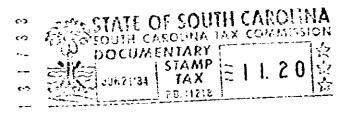
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the western side of West Avenue and

being shown and designated as Lot 5 on a plat entitled "Surveyed for J. R. West" dated August 16, 1937, made by Thos. L. Linder, R.L.S., and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book D, Page 268; reference to said plat is hereby made for the metes and bounds thereof.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1215, Page 449, on June 21, 1984.

This mortgage is personal in nature to Mortgagee and may not be transferred, assumed or otherwise aborted by Mortgagor. Any attempt to convey the property described in this mortgage by lease with option to purchase, deed, bond for title, or any other form of conveyance, shall accelerate the balance due on the note secured by this mortgage.



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 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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