STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILED MORTGAGE OF REAL ESTATE
GREENVILLE CO. S. 30 ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

WALTER FRANK SMITHE S. TANKERSLEY

R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto GENERAL WHOLESALE DISTRIBUTORS, INC.,

(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

One Thousand Two Hundred Twenty-one and 30/100----- Dollars (\$ 1,221.30 ) due and payable according to terms of Note of even date herewith

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 scaling 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:

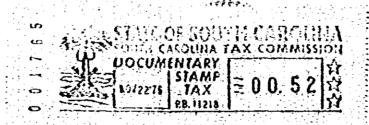
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, in the Town of Mauldin, on the northeastern side of Lanceway Drive, and being shown and designated as Lot No. 74 on plat of Hillsborough Subdivision, Section Two, recorded in the RMC Office for Greenville, County, South Carolina, in Plat Book 4-F at Page 51, and having according to said plat, the following motes and bounds, to-wit:

BEGINNING at a point on the northeastern edge of Lanceway Drive at the joint front corner of Lots 74 and 75, and running thence along a line of Lot No. 75, N. 50-56 E. 146 feet to a point; thence N. 48-56 W. 190.6 feet to a point; thence along a line of Lot No. 73, S. 17-35 W. 166.2 feet to a point on the northeastern edge of Lanceway Drive, thence along the northeastern edge of said Drive, S. 54-09 E. 100 feet to the point of beginning.

THIS being the same property conveyed to Mortgagor herein by deed of Community Properties, Inc., dated December 30, 1975, and recorded in the RMC Office for Greenville County in Deed Book 1029, at page 623, on December 31, 1976.

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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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.