MORTGAELODREAL ESTATE - CHEENVILLE CO. S. C.

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STATE OF SOUTH CAROLINATED 4 4 05 PH 70 MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLEDON VIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

R.H.C.

WHEREAS, JAMES F. ZUPAN and JERRY F. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. M. McDANIEL

with interest thereon from April 3, 1978 at the rate of 9 per centum per annum, to be paid: in sixty (60) equal monthly installments of \$1,041.04 beginning May 3, 1978 until paid in full.

WHEREAS, the Mortgagor may hereafter 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, require, 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:

"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, near the City of Mauldin, and lying and being on the southeastern side of a 30 foot drive near Mauldin being shown as Tract #2 containing 5 acres on a plat prepared by Piedmont Engineers and Architects, June 3, 1963 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book DDD at Page 103.

This being the same property conveyed to the Mortgagors herein by deed of Ballard Concrete Company, Incorporated dated November 28, 1975 and recorded in the R.M.C. Office for Greenville County in Deed Book 1027 at Page 853.

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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 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 socized of the premises heireinabove described it ree 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 whomseever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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MANAGER STATE