Mortgagees' address: Route 3, Greybridge Dr. Pelzer, S. C. 29669

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

20011443 FASE 157

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS,

I, Carol V. Drake, of Greenville County,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Joseph D. Schofield and Ann S. Schofield

(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

Ten Thousand and No/100-----) due and payable

On or before ninety (90) days from date

with interest thereon from

at the rate of

eight

per centum per annum, to be paid: at maturity

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 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 of South Carolina, County of Greenville, on the southern side of Randy Drive and being known State of South Carolina, County of and designated as Lot No.15, Section 2, Edwards Forest Subdivision as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book RR, Page 20, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Randy Drive, joint front corner of Lots 14 and 15 and running thence S. 33-15 E. 180 feet to an iron pin; thence S. 56-45 W. 100 feet to an iron pin; thence N. 33-15 W. 180 feet to an iron pin; thence N. 56-45 E . 100 feet to an iron pin at the point of beginning; being the same conveyed to the mortgagor by the mortgagees by deed of even date, to be recorded herewith."

This mortgage is junior in lien to that certain mortgage of Carol V. Drake to First Federal Savings and Loan Association of Greenville in the principal sum of \$ 47,000.00 of even date, to be recorded herewith.

Demation: Dead Book 9 1086, Page 611, Just A. Schofield, et sh.

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 f ch fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

in TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, succourse and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in 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 whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.