STATE OF SOUTH CAROLAYA MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

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

date

SOUTHERN SERVICE CORPORATION

(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 THIRTEEN THOUSAND THREE HUNDRED FORTY and no/100-----\_\_Dollars (\$ 13,340.00

in accordance with the terms of said Note of even date herewith,

with interest thereon from

at the rate of fourteen 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 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 Mortgager 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, being known and designated as Lot No. 264 on a Plat of CANEBRAKE III, prepared by Arbor Engineering, Inc., dated January 1980, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7X, Page 87, and revised in Plat Book 7X, Page 97, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to Thomas S. Bridges by deed of College Properties, Inc., dated November 4, 1981, to be recorded herewith.

The within Mortgage is junior in lien to that certain mortgage given by Thomas S. Bridges to First Federal Savings and Loan Association dated November 5, 1981, and recorded in the RMC Office for Greenville County, South Carolina, on November 5, 1981, in Mortgage Book 1557, Page //O

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 futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all rich 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 Mortgagoe, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is Iswfully seized of the premises herreinabove 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 whomseever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

NO.5

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