

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

1633 333

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joe Lee M. Sitton

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

H. Reid Sherard II and Gene R. Sherard

(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 Thirty Thousand and No/100 ----- Dollars (\$ 30,000.00) due and payable

with interest thereon from 5/31/84 at the rate of 11% per centum per annum, to be paid according to terms of the note.

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:

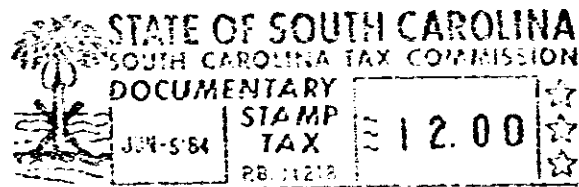
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 State of South Carolina, County of Greenville

ALL that certain piece, parcel or lot of land, situate, lying and being on the Northwestern side of Rock Creek Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 267 and 268 as shown on a plat of Traxler Park, prepared by R. E. Dalton, Engineer, dated March, 1923, recorded in the RMC Office for Greenville County, South Carolina in Plat Book G at Pages 115 and 116, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Rock Creek Drive at the joint front corner of Lots No. 266 and 267, and running thence with the line of Lot No. 266 N. 25-23 W 197.4 feet to an iron pin; thence S 71-12 W 141 feet to an iron pin at the joint rear corner of Lots No. 268 and 269; thence with the line of Lot No. 269 S 25-23 E 266 feet to an iron pin on the northwestern side of Rock Creek Drive; thence with the northwestern side of Rock Drive N 54-47 E 71 feet to an iron pin; thence continuing with the northwestern side of Rock Creek Drive N 35-17 E 80.3 feet to the point of beginning.

This conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.



This is the same property conveyed to the Mortgagors herein by general warranty deed of H. Reid Sherard II and Gene R. Sherard on May 31, 1984 and recorded in the RMC Office for Greenville County in Deed Book 1214 at Page 326.

Mortgagee's Address: 3212 Rockingham Drive N.W., Atlanta, GA 30327

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

ENVILLE OFFICE SUPPLY CO. INC.

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