

HORTON, DRAWDY, DILLARD, MARCHAND & COMPANY, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED

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JUL 31 1 27 PM '70 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTHALL WHOM THESE PRESENTS MAY CONCERN:  
R. M. C.

WHEREAS, CLEMMON N. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto WARREN H. VAN RIPER.

(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

Three Thousand and no/100-----Dollars (\$3,000.00) due and payable

on December 17, 1970, or on demand, whichever first occurs,

with interest thereon from date at the rate of 7 1/2 per centum per annum, to be paid: on December 17, 1970.

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 piece, parcel or lot of land, together with buildings and improvements, situate, lying and being on the Northeastern side of Central Avenue and the Western side of Bethel Road near Simpsonville in Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 45 on a Plat of Eastdale recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book QQ, Page 173, and having according to said Plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeastern side of Central Avenue at the corner of Lot No. 44 and running thence with the line of said lot N. 62-22 E. 232.7 feet to an iron pin on the Western side of Bethel Road; thence along the Western side of Bethel Road N. 52-21 W. 304.9 feet to an iron pin; thence with the curve of the intersection of Bethel Road with Central Avenue, the cord of which is S. 78-31 W., 29 feet to an iron pin on Central Avenue; thence along the Northeastern side of Central Avenue S. 11-29 E. 280 feet to an iron pin in the beginning corner.

The above described mortgage is junior in lien to a first mortgage covering the above described property given by Levis L. Gilstrap to First Federal Savings & Loan Association in the original sum of \$17,000.00, recorded on February 21, 1966, in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 1023, Page 128.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.