MORTGAGOR'S ADDRESS: c/o Kerr-Renfrew Finishing, Highway 276, Travelers Rest, S. C. 29690 MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE DO P

MORTGAGE OF REAL ESTATE MAY CONCERN:

WHEREAS,

BEN F. CLINE, SK. and VERNICE A. CLINE

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

ALLIED PRODUCTS 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

EIGHTY-FIVE THOUSAND and no/100------Dollars (\$85,000.00) due and payable in full on the 2nd day of March, 1980,

with interest thereon from date thereof at the rate of eleven per centum per annum, to be paid: March 2, 1980.

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 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, the Mortgagoe's heirs, successors and assigns:

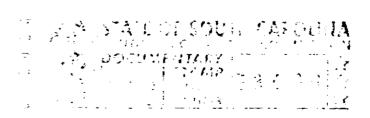
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Saluda Lake Road, being shown and designated as Lots 8 and 9 on plat of property of B. F. Massingale, recorded in the R.M.C. Office for Greenville County in Plat Book ZZ, page 106 and having, according to a more recent plat entitled "Property of Ben F. Cline, Sr. and Vernice A. Cline" by Freeland & Associates dated August 23, 1979, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Saluda Lake Road at the joint front corner of Lots 7 and 8; said point being S.76-18 E. 15.6 feet from an iron pin near the western edge of Saluda Lake Road; thence from said Point of Beginning, running from the center of Saluda Lake Road, S. 30-25 E. 94.4 feet to a point; thence S. 81-00 E. 119.5 feet to a point at the joint front corner of Lots 10 and 9; thence with the joint line of said lots, S. 69-30 W. 441 feet to an iron pin on the eastern shore of Saluda Lake; thence continuing in the same direction 125 feet to a point in the center of Old River Line; thence with the Old River Line in a northwesterly direction, 216 feet to a point; thence with the Old River Line in a northwesterly direction, 200 feet to a point at the joint rear corner of Lots 8 and 7; thence with the joint line of said lots, S. 76-18 E. 108 feet to an iron pin on the eastern shore of Saluda Lake; thence continuing in the same direction, 309 feet to a point in Saluda Lake Road, being the Point of Beginning.

BEING the same property conveyed to the Mortgagors herein by Deed of Frances U. Ellis dated August 24, 1979, to be recorded herewith.

The portion of property herein conveyed lying below the mean high water mark of Saluda Lake is conveyed subject to private and public rights of others therein.

ALL of the above described property is conveyed subject to existing easements, restrictions and rights of way of record.



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 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 Mertgagor covenants that is 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 for ver defend all and singular the said premises unto the Mortgager forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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