

STATE OF SOUTH CAROLINA } FILED
 COUNTY OF GREENVILLE } OF CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAN 6 1 04 PM '84

DORRIS W. WATERSLEY

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 One Hundred Thousand and No/100-----
 ----- Dollars (\$ 100,000.00) due and payable

according to terms of promissory note executed of even date herewith,

with interest thereon from date at the rate of twelve per centum per annum, to be paid:

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, situate, lying and being on the Northern side of Pendleton Street, in the City of Greenville, and being shown and designated as lot containing 23,015 square feet, more or less, on plat entitled Survey for C. N. Smith, dated June 24, 1982, prepared by R. B. Bruce, RLS, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 9-G, at Page 52, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Pendleton Street, at the joint front corner of the premises herein described and property now or formerly of Julian Harmon, and running thence with the line of property now or formerly of Harmon, and continuing with the line of property now or formerly of Smalley, et al, N. 19-08 E. 196.2 feet to an iron pin; thence N. 18-30 E. 17.8 feet to an iron pin; thence N. 20-08 E. 33.9 feet to an iron pin at the rear of the premises herein described; thence with the rear line of the premises herein described, S. 70-52 E. 91.6 feet to an iron pin in the line of property now or formerly of STPB, Inc.; thence with the line of property now or formerly of STPB, Inc., and continuing with the line of property now or formerly of Ira Giles, Jr., S. 18-45 W. 32.4 feet to an iron pin; thence S. 19-00 W. 217.7 feet to an iron pin on the Northern side of Pendleton Street; thence with the Northern side of Pendleton Street, N. 69-30 W. 92.8 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Warren H. Van Riper dated June 25, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 203, at Page 914, on January 6, 1984.

It is understood and agreed by the parties hereto that if all or any part of the subject property or an interest therein is sold or transferred by Mortgagor herein without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for equipment, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

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.