

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } 3 55 1984
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DUNN & WATKINS
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 Seventy-Five Thousand and No/100-----
-----Dollars (\$ 75,000.00-) 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:

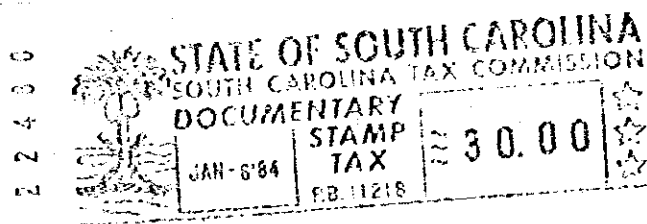
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being known as the Westernmost 115 feet of Parcel "A", as shown on plat of the property of Nell G. Ward, dated May 18, 1959, and recorded in the RMC Office for Greenville County, S. C. in Plat Book MM, at Page 28, and having, according to a more recent survey of the property of Warren H. Van Riper, prepared by R. B. Bruce, RLS, the following metes and bounds:

BEGINNING at a point on Paris Mountain Road at the Southwestern corner of Parcel "A", and running thence, N. 39-15 W, 200 feet to a point; thence N, 50-40 E, 115 feet along Parcel "C" to a point; thence by a new line through Parcel "A", S, 39-15 E, 200 feet to a point on the northern edge of Paris Mountain Road; thence with the edge of the said road, S, 50-40 W, 115 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 1203, at Page 936, 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 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 of all liens and encumbrances except those mentioned 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 whosoever lawfully claiming the same or any part thereof.

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