

MORTGAGE OF REAL ESTATE

Please mail to

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED MORTGAGE OF REAL ESTATE
GREENVILLE CO. S. C.

JAN 3 12 13 PM '84

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. WATERSLEY
R.M.C.

RECORDED BY
DONALD L. VAN RIPER
SOUTH CAROLINA DEED RECORDING BUILDING
GREENVILLE, SOUTH CAROLINA 29601
(603) 242-9908

VOL 1642 PAGE 545

WHEREAS, I, WES C. CULBERTSON

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

WARREN H. VAN RIPER, RT. 12, GREENVILLE,
SOUTH CAROLINA, 29609

(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 ONE HUNDRETHS-- Dollars (\$ 100,000.00) due and payable

in quarterly installments of \$2,000.00 each, beginning on April 1, 1984 and continuing each calendar quarter until January 1, 1989, at which time the entire balance of this obligation shall be due;

with interest thereon from January 1 '84 at the rate of 12% per centum per annum, to be paid: quarterly with each principal payment.

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, State of South Carolina, on the Southwest side of Laurens Road, and having the following metes and bounds, to wit:

BEGINNING at a point on the Southwest side of Laurens Road, 225 feet East of the Southeast corner of the intersection of Laurens Road and US Highway 291, and running thence S. 26-11 W., 210 feet to an iron pin; thence S. 55-35-E., 100 feet to an iron pin; thence N. 26-11 E., 210 feet to an iron pin on the Southwest side of Laurens Road; thence N. 55-35 W., 100 feet of the point of beginning.

This conveyance is made subject to all easements, liens, rights of way, and other encumbrances of record (if any);

DERIVATION: This is the same property conveyed to the mortgagor by deed from the mortgagee and Roberta B. Van Riper, recorded immediately prior to the recording of this instrument, and which was given to the grantors by deed from L. H. Van Riper dated 1/27/64 and recorded in Deed Book 741 at Page 59 (see also 703/425).

As an additional term of this mortgage, the parties agree that the entire remaining unpaid balance of the debt secured hereby shall immediately become due and payable upon the transfer of title to the afore-described premises, whether by descent, devise, or conveyance, or upon the effective transfer of the equitable title to this property, by bond for title or other instrument. This provision may be waived by the mortgagee in writing.

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.

1 2 2 2 1 5
STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
40.00
JAN-84
RB-11218

2 JAN 29 1984

4-20001

0 5 4 5

74328 W-2