MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE FILED GREENVILLE COALS GWHOM THESE PRESENTS MAY CONCERN:

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DEC 10 3 22 PM '84

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WHEREAS,

Edward P. Riley, PONNIE S. TANKERSLEY

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

RICHARD W. RILEY

(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

____ Dollars (\$ 15,000,00 FIFTEEN THOUSAND AND NO/100-----

) due and payable

in 360 monthly installments of One Hundred Forty and 03/100 (\$140.03) Dollars

per centum per annum, to be paid: monthly at the rate of 10.75% with interest thereon from date with payments applied first to the interest, then the principal

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 Mortgagor 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 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or lot of land with the improvements thereon situate, lying and being in Woodside Mills Village in the Town of Simpsonville, Greenville County, South Carolina, and being more particularly described as Lot No. 37 as shown on plat entitled "A Subdivision of Woodside Mills, Simpsonville, South Carolina," made by Piedmont Engineering Service, Greenville South Carolina, dated February, 1953, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at Page 5. According to said plat, the within described lot is also known as #114 (formerly #13) Beattie Street (formerly "A" Street) and fronts thereon 80 feet.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee, Richard W. Riley, to be recorded herewith.

The Mortgagor is hereby granted the right to prepay at any time without penalty.

At the option of the Mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any reason whatever.

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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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.