

MORTGAGE OF REAL ESTATE -

Please mail to :

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE S.C. MORTGAGE OF REAL ESTATE  
JAN 12 1984  
JOURNAL OF WANSLEY  
R.M.C.

DONALD H. VAN RIPER  
SOUTH CAROLINA TAX COMMISSION  
GREENVILLE, SOUTH CAROLINA 29601  
(803) 242-0508

VOL 1642 PAGE 547

WHEREAS, WES C. CULBERTSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto WARREN H. VAN RIPER  
RT. 12, PARIS MTN., GREENVILLE, SC

(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

FORTY-TWO THOUSAND, FIVE HUNDRED AND 00/100-- Dollars (\$ 42,500.00 ) due and payable

in quarterly installments of \$900.00 each, beginning April 1, 1984 and continuing each calendar quarter until January 1, 1989, at which time the entire unpaid obligation shall be due;

with interest thereon from January 1 1984 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, Chick Springs Township, in the City of Greer, located on the eastern side of North Main Street (formerly Mostella Road), and having the following metes and bounds, to wit:

BEGINNING at an iron pin at the corner of property now or formerly owned by Miss Sallie Wilson and running thence S. 82-20 E., 200 feet to an iron pin; thence N. 8-45 W., 80 feet to an iron pin; thence N. 82-20 W. 200 feet to an iron pin on the eastern bank of North Main Street; thence S. 8-45 E., 80 feet to the beginning corner, and containing .36 acre, more or less.

And also that parcel of land adjoining the above lot on the eastern side of North Main Street, located along the northern side of the above lot, and having the following metes and bounds:

BEGINNING at a point on the eastern side of North main Street, and running thence S. 83-00 E., 200 feet to a point on North Main Street, thence N. 8-45 W., 4 feet; thence N. 83-00 W., 200 feet to a point on North main Street, thence S. 8-45 E., 4 feet to the beginning corner;

Less however, all that portion of the within property which may have been acquired by the South Carolina State Highway Department through condemnation proceedings;

DERIVATION: Deed from the mortgagee to the mortgagor recorded just prior to the recording of this instrument and which was conveyed to the mortgagee by deed from J. Wallace Smith, dated 8/1/74, and recorded in Deed Book 1004 at Page 89.

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.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY TAX STAMP  
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