

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

APR '80

ASLEY

MORTGAGE OF REAL ESTATE

REC-1505 PAGE 582

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, CLEMENT, CLEMENT, BRUNER GENERAL PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. RUNION

(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 Thousand & No/100----- Dollars (\$ 40,000.00) due and payable

\$4,000.00 annually, beginning May 1, 1981 and continuing until paid in full

with interest thereon from date at the rate of 12% per centum per annum, to be paid: annually

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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:

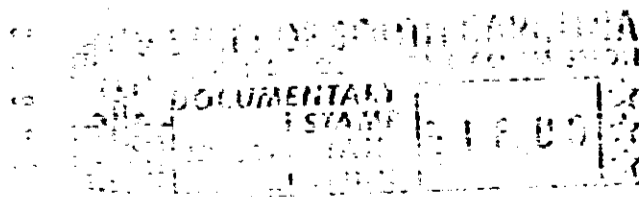
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, near the City of Greer, and being shown and designated as 21.42 acres more or less, according to a plat of Property of C. E. Runion, said plat being prepared by Kermit T. Gould, R.L.S., dated May 15, 1978, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING in the center line of Suber Road at the corner of property of James D. and Nancy W. Miller, and running with Suber Road the following courses and distances; N. 44-00 E. 167.2 feet; N. 37-22 E. 100 feet; N. 23-58 E. 100 feet; N. 20-03 E. 100 feet; thence N. 24-09 E. 100 feet; N. 30-18 E. 87.0 feet; thence N. 34-05 E. 247.1 feet to an old nail and cap in the center of Suber Road; thence along the joint front corner of property herein conveyed and property now or formerly of D.S.P.S. Realty Corp., and running thence along the common line of said property, S. 37-37 E. 1,286.2 feet to a point, joint corner of property herein conveyed and property now or formerly of D.S.P.S. Realty Corp. and Clarice S. Burnett; thence along the common line of property herein conveyed and property now or formerly of Burnett, S. 83-33 W. 236.35 feet to a stone; thence running S. 14-05 E. 127.9 feet to a point; thence running along property herein conveyed and property now or formerly of John F. Dillard, S. 60-33 W. 412.3 feet to a 15 inch poplar tree; thence S. 30-21 W. 242.6 feet to an iron pin; thence running along the common line of property herein conveyed and property now or formerly of Ellie C. Elmore and Nelle E. Waddell, N. 35-09 W. 508.5 feet to an old iron pin; thence continuing N. 34-59 W. 212.2 feet to an old iron pin; thence along the common line of property herein conveyed and property of James D. and Nancy W. Miller, N. 30-21 W. 242.6 feet to the center line of Suber Road, the point of beginning.

This being the same property conveyed unto C. E. Runion by deed from Robert L. Smith, recorded in the R.H.C. Office for Greenville County, S. C. in Deed Volume 1032 at page 441 on the 3rd day of March, 1976.

This conveyance is made subject to all easements, restrictions, roadways, and rights of way of record and actually affecting said property. Also, subject to the accurateness of the surveys.



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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