CREENVILLE CO. S. O.

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P. I. C. LOAN NUMBER // OLLIE FARKSWORTH 5 156 031

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State of South Carolina, 388. COUNTY OF GREENVILLE

THIS MORTGAGE, made the

12th day of June

1969 , between

ASHMORE PROPERTIES, INC.

, State of South Carolina , hereinafter called Mortgagor, and of the County of Greenville THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jorsey, hereinafter called Mortgageo,

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned, to secure the payment of which Mortgagor has executed and delivered to Mortgagee a note of even date herowith, in the principal sum of Two Hundred Forty Thousand and No/100------

Dollars (\$240,000.00), payable to the order of Mortgagee at its aforesaid principal office or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate, set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the MacVolay of June, 19 84, to which note reference is hereby made.

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dollars to him in hand paid by Mortgagoe, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated in the City

Greenville Greenville County, South Carolina:

ALL that piece, parcel or lot of land, together with buildings and improvements now or hereafter constructed thereon, situate, lying and being on the Northwestern side of South Pleasantburg Drive (South Carolina Highway No. 291) and on the Southeastern side of Mauldin Road (formerly known as Parkins Mill Road), in the City of Greenville, Greenville County, South Carolina, containing 147,117 square feet, being shown as the Property of Ashmore Properties, Inc., on a Plat thereof made by Carolina Engineering & Surveying Company, dated April 13, 1968, revised May 2, 1968, and recorded in the RMC Office for Greenville County, S. C., in Plat Book ZZZ, page 127, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeastern side of Mauldin Road (said iron pin being located N. 48-33 W., 130 feet and N. 45 W., 45 feet from the Northeastern corner of the intersection of Mauldin Road with South Pleasantburg Drive) and running thence along the Southeastern side of Mauldin Road, the following courses and distances: N. 39-17 W., 99 feet to an iron pin; N. 34-17 W., 77.5 feet to an iron pin; and N. 30-43 W., 77.5 feet to an iron pin; thence along the line of the B. P. Mitchell property, N. 46-37 E., 291.2 feet to an iron pin; thence continuing along the line of said property, N. 47-08 E., 161.9 feet to an iron pin; thence crossing a 20-feet service allow and along the line of property. along the line of said property, N. 47-08 E., 161.9 feet to an iron pin; thence crossing a 20-foot service alley and along the line of property leased to Ye Olde Fireplace, S. 43-30 E., 278 feet to an iron pin on South Pleasantburg Drive; thence along the Northwestern side of South Pleasantburg Drive, S. 35-02 W., 100 feet to an iron pin; thence along said side of said Drive, S. 32-09 W., 100 feet to an iron pin; thence continuing along said side of said Drive, S. 29-32 W., 98.9 feet to an iron pin; thence along the line of a lot leased to Crown Central Petroleum Corporation, N. 83-37 W., 104.3 feet to an iron pin; thence continuing along the line of said property, S. 56-30 W., 134.4 feet to an iron pin on Mauldin Road, the beginning corner, being a portion of property conon Mauldin Road, the beginning corner, being a portion of property conveyed to Ashmore Properties, Inc. by deed of Sue C. Ashmore dated December 13, 1968, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 858, page 47.

The Mortgagor further covenants that the parking area and drives containing approximately 100,000 square feet shall be maintained constantly and that without the prior written consent of the Mortgagee no buildings or other structures shall be erected thereon and no new buildings or additions to existing buildings shall be erected on the remainder of the security.

The Mortgagor further covenants that it will furnish to Prudential each year a sworn Itemized statement of annual income and expenses with respect to the premises herein conveyed.