

ASHMORE & HUNTER, ATTORNEYS, 110 Laurens Road, Greenville, South Carolina 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
MAY 9 10 19 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, ENOREE RIVER SAND CO., A General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto MACK A. ASHMORE

(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 SIXTY SEVEN THOUSAND AND 00/100..... Dollars (\$167,000.00...) due and payable in accordance with the schedule of payments set out on Exhibit A attached thereto, all as stated therein;

with interest thereon from date at the rate of seven (7) per centum per annum, to be paid: as set out on Exhibit A.

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 those pieces, parcels or lots of land in Chick Springs Township, Greenville County, State of South Carolina, on the south side of Super Highway 29, about one-half mile west of Chick Springs on the south side of U.S. Super Highway containing twelve (12) acres, more or less, and having the following metes and bounds, to-wit:

Tract 1: Beginning at an iron pin on the south side of the right-of-way of said Super Highway, corner of property of Ashmore Bros., Inc., and running thence with the line of said property S 36-40 E, 290 feet to an iron pin, corner of property now or formerly of J.S. Brown; thence with the line of said property N 55-18 E, 150 feet to an iron pin; thence continuing with the line of said property N 36-40 W, 290 feet to an iron pin on the south side of the right-of-way of the Super Highway; thence with the south side of said right-of-way S 55-18 W, 150 feet to the beginning corner.

Tract 2: Beginning at an iron pin on the southeast side of the right-of-way of the said Super Highway, said pin being one of the highway right-of-way pins, corner of property of S. T. Bright; thence with the southeast side of said right-of-way S 53-09 W, 321.7 feet to an iron pin at an off-set in said right-of-way; thence with the offset S 37-22 E, 35 feet to an iron pin; thence continuing with the southeast side of said right-of-way S 53-09 W, 250 feet to a point in the center of Enoree River; thence down the river with the center thereof as the line, S 1-00 W, 45 feet to a bend; thence continuing with the center of said river, S 10-00 E, 500 feet to a bend; thence continuing S 4-45 E, 228.5 feet to a bend; thence S 60-45 E, 100 feet to a bend; thence N 85-40 E, 147 feet to a bend; thence N 2-50 W, 200 feet to a bend; thence N 35-35 E, 714 feet to a point in said river; thence in a northwesterly direction 44 feet to a stake on the bank of said river in line of property of S.T. Bright; thence with the line of said property, N 36-40 W, 490 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by Deed of Mack A. Ashmore dated 05-01-1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1101 at Page 865 on 5-7-79. This is a purchase money mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

779 TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

779 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 whosoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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