Mortgagee's Mailing Address: 1200 Pelham Road, Greenville, S. C. 2961020 408300

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REFYL "

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS. The Aughtry Company, Inc. Ph

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

date

Lois O. Jones

(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 Ten Thousand and No/100----- Dollars (\$ 110,000.00 ) due and payable

To be paid in three (3) equal annual installments of \$36,666.67 each year beginning January 1, 1984 together

with interest thereon from

 $\{ c_i \}$ 

at the rate of

twelve per centum per annum, to be paid:

annually

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

ALL that piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville containing 6.61 acres as shown on plat prepared for The Aughtry Company, Inc. by Arbor Engineering, Inc. dated August 24, 1983 and having according to said plat the following metes and bounds, to-wit:

Phase I property and running thence S. 10-11 E. 44.61 feet to an iron pin; thence S. 9-55 E. 883.88 feet more or less to a point in the center of a creek; thence with the center of said creek as the property line following the meanders thereof, the traverse lines of which are as follows: S. 40-38 W. 46.62 feet, S. 65-38 W. 42 feet, S. 54-04 W. 110.9% feet, S. 48-21 W. 95.46 feet and S. 46-46 W. 64.40 feet; thence leaving said creek and running N. 25-08 W. approximately 249.25 feet to an old iron pin; thence N. 13-27 W. 574.49 feet to an iron pin; thence N. 76-33 E. 38.04 feet to an iron pin; thence S. 22-33 E. 112.86 feet to an iron pin; thence N. 81-41 E. 165.98 feet to an iron pin; thence N. 8-20 E. 400.29 feet to an old iron pin; thence N. 7-56 W. 32.93 feet to a nail in the center of Pelham Road; thence with said road N. 81-45 E. 10.01 feet to a nail; thence continuing with the center of Pelham Road N. 82-18 E. 50 feet to a nail in the center of Pelham Road, the point of BEGINNING.

This being the same property conveyed to the mortgagor herein by deed of mortgagee of even date and to be recorded herewith.

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The above mentioned plat of the 6.61 acres is recorded in the RMC Office for Greenville County in Plat Book  $9-\chi$  at Page 69, reference to which is hereby craved.

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

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