

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

S. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the Mortgagors hereinbelow set out are the principal stockholders of BYARS OIL CO., INC., and in consideration of the Mortgagee's acceptance of said corporation's Promissory Note, desire to provide security for the payment of same; NOW, THEREFORE, we, RUSSELL C. ASHMORE, JR., AND RICHARD A. ASHMORE (hereinafter referred to as Mortgagor) are well and truly indebted unto COMMUNITY BANK, P.O. Box 6807, Greenville, SC 29606,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of Sept. 6, 1984, the terms of which are incorporated herein by reference, in the sum of

ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100----- Dollars (\$ 135,000.00) due and payable on demand

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, Cleveland Township, Cleveland, South Carolina, located one mile, more or less, northeast of U.S. Highway 276, north of Cleveland, South Carolina, containing 479.28 acres, more or less, and being more particularly described as follows:

BEGINNING at a point in the center of Persimmon Ridge Road, and going N. 63-50 W., 463.12 feet; thence N. 31-31 W. 249.15 feet; thence N. 61-30 W., 187.90 feet; thence N. 42-25 W., 343.00 feet; thence N. 83.18 W., 292.45 feet; thence S. 35-36 W., 224.95 feet; thence S. 85-26 W., 444.20 feet; thence S. 26-15 W., 240.00 feet; thence S. 6-19 W., 295.15 feet; thence S. 56-23 W., 128.65 feet; thence S. 24-20 W., 97.55 feet; thence S. 70-57 W., 53.80 feet; thence N. 58-40 W., 240.15 feet; thence S. 50-11 W. 145.90 feet; thence S. 72-37 W., 94.45 feet; thence N. 66-10 W., 150.55 feet; thence N. 35.53 feet W., 189.75 feet; thence N. 22-46 W., 284.55 feet; thence N. 44-36 W., 394.70 feet; thence S. 85-35 W., 62.00 feet; thence S. 12-43 W., 176.65 feet; thence S. 54-38 W. 142.95 feet; thence N. 60-22 W., 113.95 feet; thence N. 40-22 W., 211.45 feet; thence N. 42-47 W., 392.20 feet; thence N. 59-10 W., 168.22 feet; thence N. 27.58 W., 57.60 feet; thence N. 24-49 E., 489.80 feet; thence N. 12-21 W., 34.20 feet; thence N. 61-43 W., 441.60 feet; thence N. 45-31 W., 127.20 feet; thence N. 58-30 E. 6,246.90 feet to a stone; thence S. 36-30 E. 4,287.36 feet to a stone; thence S. 58-30 W., 3,600.5 feet to a point in the center of Persimmon Ridge Road the beginning point.

LESS, however, the following described property:

BEGINNING at a point and proceeding N. 88-56., 71.93 feet; thence S. 87-31 E., 90.00 feet; thence S. 75-59 E., 214.55 feet; thence S. 79-56 E., 125.52 feet; thence N. 89-26 E., 184.69 feet; thence S. 71-33 E., 127.82 feet; thence N. 80-51 E., 115.85 feet; thence S. 43-21 E., 90.96 feet; thence S. 24-22 E., 61.78 feet; thence S. 36-48 E. 101.51 feet; thence S. 51-38 E., 91.14 feet; thence S. 26-05 E., 139.36 feet; thence S. 17-22 E., 71.59 feet; thence S. 46-19 E., 71.65 feet; thence N. 85-42 E., 57.41 feet; thence N. 17-54 W., 126.20 feet; thence N. 9-29 E., 150.63 feet; thence N. 23-55 E., 119.20 feet; thence N. 34-14 E., 102.20 feet; thence N. 2-28 E., 28.58 feet; thence S. 44-55 W., 74.7 feet; thence S. 59-56 W., 86.3 feet; thence S. 59-18 W., 242.8 feet; thence S. 78-58 W., 1,036.2 feet; thence S. 5-20 E., 132.72 feet; thence S. 24-28 W., 84.79 feet; thence S. 39-54 E., 42.70 feet to a point being the beginning point.

This is the same property conveyed to the Morgaors herein by deed of Russell C. Ashmore, Sr., dated April 12, 1978, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1091 at Page 357 on November 6, 1978.

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.

RECEIVED

1328 W.C.