

WHEREAS, Mortgagor **Byarn D. Froley, Inc.** has this day indorsed and guaranteed the payment of a certain promissory note of Ashmore Brothers, Inc., bearing even date herewith and payable according to the terms thereof;

NOW, THEREFORE, to better secure payment of the several sums of money mentioned in said note, 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, the mortgagor has granted, bargained and sold unto mortgagee, its successors and assigns, forever, that certain property described as follows:

ALL that certain piece, parcel or tract of land, being located in Gantt Township, County of Greenville, State of South Carolina and being shown and designated as Lot 22 on a sub-division known as Oakdale Farms, and according to plat recorded in the R.M.C. Office for Greenville County in Plat Book M at Page 15, and having the following metes and bounds:

BEGINNING at an iron pin on a 30 foot road at the joint front corner of Lots 22 and 23 and running thence along joint line of Lots 22 and 23, N. 18-26 E. 659.3 feet to an iron pin in line of Lot 25; thence N. 61-44 W. 388.3 feet to the joint rear line of Lots 22 and 21; thence along joint line of Lots 21 and 22, S. 9-18 W. 728 feet to an iron pin; thence along a 30 foot road, S. 7-03 E. 63.9 feet; S. 70-20 E. 103.5 feet and S. 65-02 E. 100.6 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of G. Maurice Ashmore and Russell C. Ashmore, Jr., as Trustees for Profit Sharing Plan and Trust of Ashmore Bros., Inc. & Ashmore Manufacturing Co., Inc., which deed is recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1012 at Page 85 on December 20, 1974.

Community Bank, P. O. Box 6807, Greenville, S. C. 29606

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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, his heirs, successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrance whatsoever. 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.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. 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, and also any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee; and that 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.
3. That he 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 he will pay all premiums therefor when due; and that he 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.
4. That he will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that he will continue construction until completion without interruption, and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
5. That he will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises.
6. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.