

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } GREENVILLE CO. S. C.

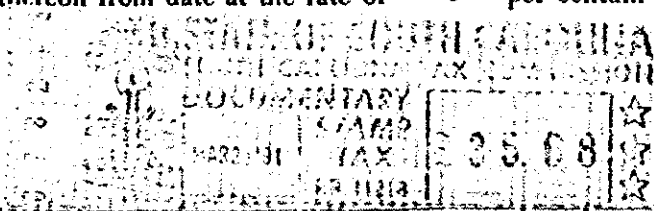
c/o Allene S. Jones
3405 Richmond Hill Road
MORTGAGE OF REAL ESTATE
Augusta, Georgia 30906
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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ASHETON, INC. DONNIE S. TANKERSLEY

WHEREAS, ASHETON, INC., a corporation organized and existing under the laws of the State of South Carolina. (hereinafter referred to as Mortgagor) is well and truly indebted unto LEOLA F. SMITH, as life tenant, and ALLENE S. JONES, as remainderman

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Eighty-nine Thousand One Hundred Thirty-seven and 80/100ths ----- Dollars (\$ 89,137.80) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 9 per centum per annum, to be paid as provided for in said note; and,



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 piece, parcel or tract of land, containing 29.13 acres, more or less, situate, lying and being off the northern side of Woodruff Road and on the southern side of Peters Creek, in Butler Township, Greenville County, South Carolina, being a portion of property of GRADY L. SMITH, as shown on a plat thereof made by W. J. Riddle, Surveyor, recorded in the RMC Office for Greenville County, S. C., in Plat Book N, page 79, and having according to a survey for ASHETON, INC., made by James D. Crain, R.L.S., dated January 6, 1981 the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwesternmost corner of property sold by Fred B. Jones to Asheton, Inc. of even date, and running thence with the property of Fred B. Jones, N. 51-10 E., 887 feet to a point; thence N. 12-10 E., 742.6 feet to a point in or near the center line of Peters Creek; thence with the center line of Peters Creek as the line in a southwesterly direction the following traverse courses and distances: N. 79-29-32 W., 72.76 feet to a point, N. 73-2-12 W., 114.54 feet to a point, N. 79-4-42 W., 128.63 feet to a point, S. 14-35-48 W., 77.99 feet to a point, N. 84-16-51 W., 136.05 feet to a point, S. 45-07-45 W., 99 feet to a point, N. 65-26-30 W., 103 feet to a point, S. 77-50-12 W., 175 feet to a point, N. 35-12 W., 74 feet to a point, S. 81-47-48 W., 40 feet to a point, S. 20-23-21 W., 55 feet to a point, S. 62-01-48 W., 116 feet to a point, S. 48-49-06 W., 121 feet to a point, N. 79-20-18 W., 77 feet to a point, and S. 57-49-30 W., 90 feet to an iron pin; thence with the boundary line separating the remainder interests between Allene S. Jones and Mildred A. Smith, et al, in the Court of Common Pleas in Judgment Roll No. 80-4199 established by Decree of the Hon. Robert W. Hayes, dated July 25, 1980, S. 13-33 W., 857.2 feet to an iron pin; thence along the line of property sold to Southside Baptist Church S. 69-12-57 E., 638.43 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by the Mortgagee by deed of even date to be recorded simultaneously herewith.

Any releases from the lien of this mortgage of any part of the above described property and all payments of principal and interest on the within mortgage and the note which it secures shall be controlled by the terms and conditions of that certain Mortgage Release and Payment Agreement between the Mortgagor and Mortgagees of even date herewith, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1536, page 726, the terms and conditions of which are incorporated herein by reference and made a part and parcel hereof as though fully set forth herein.

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.

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