

Ac. 1, A.A. 243
Rosamond, Jr.

BOOK 1536 PAGE 804

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. **MORTGAGE OF REAL ESTATE**

COUNTY OF GREENVILLE

FILED
MAR 31 3 20 PM '81
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

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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 RUBY M. ROSAMOND

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Eighty-three Thousand Nine Hundred Forty-six and 80/100ths ----- Dollars (\$ 83,946.80) 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 29.981 acres, more or less, situate, lying and being off the northern side of Woodruff Road (South Carolina Highway No. 146), in Butler Township, Greenville County, South Carolina, being a portion of Tracts 6 and 7 of the Q. A. GREENE ESTATE on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book G, page 4, 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 common corner of property of Fred B. Jones and Ruby M. Rosamond (said iron pin being located N. 5-51 E., 34 feet, N. 48-20 E., 1072.7 feet, and N. 40-09-43 E., 361 feet from a point on the northern side of Woodruff Road at the common corner of property of Ruby M. Rosamond and Fred B. Jones), and from said beginning point running along the line of property owned by Fred B. Jones, N. 40-09-43 E., 1149.68 feet to an iron pin; thence S. 70-10-36 E., 138.98 feet to an iron pin; thence along the line of Yearick, S. 72-24-41 E., 605.16 feet to an iron pin; thence continuing along said line S. 72-28-05 E., 294.69 feet to an iron pin; thence S. 6-04-48 W., 52.22 feet to a point; thence S. 5-50-18 W., 145.07 feet to a point; thence along the line of property now or formerly owned by Merle and Martin, S. 27-18 W., 875.28 feet to an iron pin; thence a new line through other property owned by Grantor, N. 72-26 W., 1372.37 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.

The Mortgagee intends to subdivide the above described property into a residential subdivision containing platted streets, utility facilities and lots. The Mortgagee agrees to release, without additional payment of principal or interest, any public road, street or right of way for utility installation dedicated or to be dedicated to a public authority for such purposes. Furthermore, the Mortgagee agrees to release, at the rate of \$4,000.00 per acre, any lot or lots contained in said residential subdivision, based upon an accurate survey showing the acreage thereof. All release amounts paid on a lot or lots during the term of this mortgage and the note which it secures shall be credited to the next or succeeding annual obligatory payments on the principal due on said note and mortgage. Likewise, any obligatory annual principal payments paid by Mortgagor on said note and mortgage shall count toward releases to be given without additional payment at the rate of \$4,000.00 per acre as above provided; provided, however, that at no time during the term of this note and mortgage shall there be released exceeding in acreage an amount equal to the total amount of all principal paid on said note and mortgage by Mortgagor divided by \$4,000.00 per acre.

Together with all and singular rights, members, herditaments, 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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