MORTGAGE - CORPORATION FORM - John M. Dillard, P.A., Greenville, S.C.

R.M.C

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CREENVISE CO. S. C. MORTGAGE OF REAL ESTATE

MAR 31 3 20 PH 18 WHOM THESE PRESENTS MAY CONCERN:

DONN'E 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 FRED B. JONES

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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 scaling 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 18.41 acres, more or less, situate, lying and being off the northern side of Woodruff Road, in Butler Township, Greenville County, South Carolina, being a portion of Tract No. 6 of the Q. A. GREENE PROPERTY, as shown on a plat recorded in the RMC Office for said county and state 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 owned by the Grady L. Smith Estate, Ruby M. Rosamond and Fred B. Jones (said iron pin being located N. 5-51 W., 34 feet, and N. 48-20 E., 1072.7 feet from an iron pin on the northern side of Woodruff Road at the common corner of another tract owned by Fred B. Jones and Ruby M. Rosamond), and from said beginning point running along property of the Grady L. Smith Estate, N. 41-32-56 W., 480.60 feet to an iron pin; thence continuing along the line of said property, N. 51-10 E., 887 feet to an iron pin; thence continuing along the line of said property, N. 12-10 E., 742.6 feet to a point in the center line of Peters Creek; thence with the center line Peters Creek as the boundary line, the following courses and distances: S. 79-29-32 E., 122.5 feet to a point, S. 88-24-18 E., 151.3 feet to a point, and N. 61-36-48 E., 133.22 feet to a point; thence leaving Peters Creek, S. 54-04-15 E., 339.24 feet to an iron pin; thence S. 33-50-19 W., 391.3 feet to an iron pin; thence along the line of property owned by Ruby M. Rosamond, S. 40-09-43 W., 1149.68 feet to an iron pin; thence continuing along the line of said property, S. 40-09-43 W., 361 feet to the point of beginning.

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

The Mortgagor intends to subdivide the above described property as a residential subdivision, which shall include adjoining properties, and which shall be in accordance with a plan showing residential lots, roads, streets and common utility facilities. The Mortgagor, accordingly, reserves the right to have released at any time without any consideration any of the above described property dedicated or to be dedicated to a public authority as a public roadway or street and any utility right of way or easement for a subdivision utility service where a utility authority may require the mortgage to be released as a condition for providing utility services to said residential subdivision.

The Mortgagor further reserves the right to have released any lot or lots in the proposed residential subdivision from the lien of this mortgage at the rate of \$4,000.00 per acre based upon an accurate survey of said lot or lots. All release amounts paid for the release of lots on an acreagebasis as aforesaid during the term of this mortgage and the note which it secures shall be credited to the next or succeeding annual obligatory payments due on said note which this mortgage secures. Furthermore, any obligatory annual payments of principal made by Mortgagor on the

(continued on continuation)
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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