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HORTON, DRAWDY, DILLARD, MARCHESPEY CHAPION & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

4 9 58 HH '72 MORTGAGE OF REAL ESTATE

ELIZABETH RIDD**TE ALL WHOM THESE PRESENTS MAY CONCERN:** R.M.C.

WHEREAS.

TRANOCO, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JESSIE ASHMORE

FILED

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of NINETEEN THOUSAND SEVEN HUNDRED FIFTY and no/100-----____ Dollars (\$ 19,750.00) due and payable

as provided in Note of even date herewith,

with interest thereon from date at the rate of 6% per centum per annum, to be paid: semi-annually

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 lot of land, together with buildings and improvements, situate, lying and being in the County of Greenville, State of South Carolina, Paris Mountain Township, containing 18.5 acres, shown on a Plat entitled "Property of Jessie Ashmore" dated April 30, 1971, made by Terry Dill and for a more particular description reference is herewith craved for deed from Mortgagee to Mortgagor of even date herewith, recorded in the RMC Office for Greenville County, South Carolina in Deed Book

For and in consideration as herein set forth, the Mortgagor reserves the right to have released from the lien of this mortgage five (5) acres of the premises herein covered with the understanding that not more than 150-foot frontage on Buncombe Road can be included in the five acres released. The consideration paid for the five acres herein provided for shall be the sum of \$1.00 and shall be applied toward the principal balance due at the time of such

PROVIDED, however, that this Release shall be exercisable only on or after January 2, 1974.

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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgages, 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.