

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
NOV 15 1972
ELIZABETH HADLEY
REC.

BOOK 1258 PAGE 571

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, John M. Jolley (hereinafter referred to as Mortgagor) is well and truly indebted unto Alma Eunice Jones, Leon E. Ashmore and Francis J. Ashmore,

(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 One Hundred Five Thousand and No/100

Dollars (\$ 105,000.00) due and payable

\$10,500.00 plus accrued interest one year from date and \$10,500.00 plus accrued interest on each subsequent anniversary for nine (9) years with the final payment due November 27, 1982, with the privilege of anticipating any or all of the balance due at any time without penalty and the payment of the principal then due plus interest pro-rated at the time of payment, with interest thereon from date at the rate of SEVEN per centum per annum, to be paid 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 sum, 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:

Tract
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, and being known and designated as Property of John M. Jolley, plat of which was made by Dalton & Neves, Engineers, November, 1972, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Augusta Road, U. S. Highway 25 and Donaldson Road on Augusta Road, and running thence S. 45-18 W. 335.3 feet to an iron pin; thence continuing along Augusta Road S. 44-58 W. 100 feet to an iron pin; thence continuing along Augusta Road S. 44-53 W. 116.4 feet to an iron pin; thence continuing along the Augusta Road S. 42-04 W. 72.9 feet to an iron pin at the corner of The Peoples National Bank property, thence along The Peoples National Bank property S. 38-34 E. 200 feet to an iron pin, thence turning and running along The Peoples National Bank property line S. 39-08 W. 225 feet to an iron pin on White Horse Road; thence along White Horse Road S. 38-38 E. 259.3 feet to a point on a paved alley; thence along said alley N. 64-08 W. 167 feet to an iron pin, thence continuing along said alley N. 72-43 E. 111 feet to a point on Donaldson Road, thence along Donaldson Road as follows: N. 0-28 W. 298 feet to an iron pin; N. 2-48 E. 128.6 feet to an iron pin; N. 6-45 E. 100 feet to an old iron pin; thence N. 10-04 E. 100 feet to an iron pin; thence N. 13-40 E. 100 feet to an old iron pin; thence N. 17-00 E. 100 feet to an iron pin; thence along the intersection of Donaldson Road and Augusta Road N. 42-17 W. 74.4 feet to an iron pin, the point of beginning.

The Mortgagee agrees to release any portion of this property at any time upon the payment of the amount, with interest, that the requested released land is in proportion to the unpaid balance of the mortgage.

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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, 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 whatsoever lawfully claiming the same or any part thereof.