

WHEREAS, PETER J. ASHY

(hereinafter referred to as Mortgagor) is well and truly indebted unto LUTHER M. MCBEE, MARY NOBLE SMITH, AUGUSTUS W. SMITH, L. PERRIN SMITH and FLORIDE MCBEE BARKSDALE (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 Fifty-seven Thousand and no/100ths Dollars (\$ 57,000.00) due and payable as set forth in said note

with interest thereon from date at the rate of 9 per centum per annum, to be paid: monthly

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~~ Mary Noble Smith, an undivided one-fourth interest; Augustus W. Smith, an undivided one-fourth interest; L. Perrin Smith, an undivided one-fourth interest; Luther M. McBee, an undivided one-eighth interest; and Floride McBee Barksdale an undivided one-eighth interest; their heirs and assigns, forever:

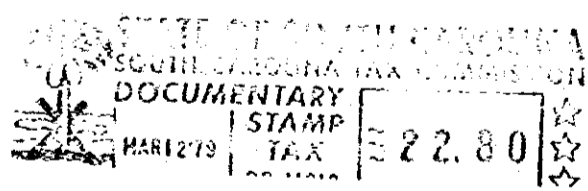
ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the western side of Broadus Avenue, in Greenville Township, City of Greenville, Greenville County, State of South Carolina, being a part of what is known as Lot 7 in Block 1 of BOYCE ADDITION, as shown on a plat thereof made by W. T. Slaughter, Surveyor, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book ZZ at page 934 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin, corner of Lot 6, now or formerly owned by William Goldsmith, on the west side of Broadus Avenue and running thence S. 76 W., 217 feet to an iron pin in the line of land of Christ Episcopal Church; thence with the line of land belonging to the Church, S. 19-15 E., 95 feet to an iron pin; thence N. 83-40 E., 36 feet, 6 inches with the line now or formerly of J. Adger Smyth, Jr., to an iron pin; thence continuing with line of J. Adger Smyth, Jr., N. 76 E., 175 feet to an iron pin on Broadus Avenue; thence with Broadus Avenue, N. 15-15 W., 100 feet to the beginning corner.

ALSO: All the Mortgagor's right, title and interest in and to that certain easement and right of way executed by J. Adger Smyth, Jr., on August 15, 1916 and recorded in Deed Book 33 at page 25 in the RMC Office for Greenville County, South Carolina.

The above property is shown on a more recent survey thereof entitled PROPERTY OF PETER J. ASHY, made by Carolins Surveying Company, dated March 2, 1979, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-B at page 48.

The above property is the same conveyed to the Mortgagor by the Mortgagees by deeds to be recorded simultaneously herewith.



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 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 whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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