

MORTGAGE CORPORATION FORM - John M. Hill, P.A., Greenville, S.C.
GREENVILLE CO. S. C.

Mrs. Leola F. Smith
c/o Mrs. Fred B. Jones
3405 Richmond Hill Road
Augusta, Georgia 30906

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MAR 31 3 24 PM '81 MORTGAGE OF REAL ESTATE

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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 LEOLA F. SMITH, as life tenant, and MILDRED A. SMITH, MICHAEL F. SMITH and DOUGLAS LEE SMITH, as remaindermen (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Thirty-seven Thousand One Hundred Seventy-nine and no/100ths ----- Dollars (\$ 37,179.00) 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 12.15 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 property of the B. L. SMITH ESTATE and a portion of 68.21 acres on a plat of the property of GRADY L. SMITH made by W. J. Riddle, Surveyor, dated May 10, 1943, recorded in the RMC Office for Greenville County, S. C., in Plat Book N, page 79, and having according to a recent 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 joint corner of property of the Estate of Grady L. Smith, the Estate of C. M. and Kate S. Maxwell and of Rector (said beginning point being located N. 46-00-45 E., 24.34 feet and S. 74-11-15 E., 477 feet from a point on the eastern side of South Carolina Highway No. 14) and running thence S. 74-11-15 E., 318 feet along the line of property owned by Rector to a point in the center line of Peters Creek; thence with the center line of Peters Creek as the line in a northeasterly direction the following traverse courses and distances, to-wit: N. 24-35-36 E., 123.8 feet to a point, N. 50-12-14 E., 55 feet to a point, N. 81-09-33 E., 54 feet to a point, N. 6-30-42 E., 92 feet to a point, N. 42-01-50 E., 82.5 feet to a point, N. 85-38-54 E., 85 feet to a point, N. 14-35-06 E., 75 feet to a point, N. 60-22-39 E., 102 feet to a point, N. 22-41-54 E., 58 feet to a point, N. 55-09-27 E., 91.5 feet to a point, N. 82-53-42 E., 85 feet to a point, and N. 56-13-18 E., 83 feet to a point; thence with the remainder interest division line established by the Court of Common Pleas by its Decree dated July 25, 1980 in Judgment Roll No. 80-4199, S. 13-33 W., 857.2 feet to a point; thence with the line of property sold to Southside Baptist Church, N. 74-11-15 W., 363.42 feet to an iron pin; thence continuing with said line S. 12-39-13 W., 472.4 feet to a point; thence continuing with said line N. 77-21 W., 450 feet to an iron pin; thence with the line of the C. M. and Kate S. Maxwell Estate, N. 12-39-13 E., 497.06 feet to the point of beginning.

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

Any release from the lien of this mortgage of any part of the above described property and all payments of principal and interest on the within mortgage and the note which it secures shall be controlled by the terms and conditions of that certain Mortgage Release and Payment Agreement between the Mortgagor and the Mortgagees of even date herewith, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1536, page 720, the terms and conditions of which are incorporated herein by reference and made a part hereof as though fully set forth herein.

RECORDED IN RMC OFFICE FOR GREENVILLE COUNTY, S. C. MAR 31 1981

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.

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