

REAL ESTATE MORTGAGE

BOOK 1594 PAGE 144

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 8 2 08 PM '83

DONNIE C. YANKERSLEY

MORTGAGOR(S)/BORROWER(S)

MORTGAGEE/LENDER

HUBERT W. ASHMORE
Route 4 Box 266
Piedmont, South Carolina

Sunamerica Financial Corporation
33 Villa Road, Suite 201
Greenville, South Carolina

Account Number(s) 40479-8

Amount Financed \$15,197.55 Total Note \$29,400.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 7th day of February, 19 83, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 14th day of February, 19 93; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand and no/100 Dollars (\$ 50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property: All that piece, parcel or lot of land, lying, being and situate in the County of Greenville, State of South Carolina, being shown and designated as 6.13 acres, more or less, on a plat entitled "Property of Herbert W. Ashmore" dated January, 1975, prepared by C.O. Riddle, R.L.S., and being more particularly described in accordance with said plat, to-wit: BEGINNING at an iron pin in the edge of Fork Shoals Road, said iron pin being the joint corner with other lands of the Grantee herein and running thence S.59-45E. 33 feet to a nail in the center of Fork Shoals Road; thence S.81-38 W. 928.1 feet to an iron pin; thence N.30-06E. 677.2 feet to an iron pin at the joint corner of Martha Ashmore Spillers; thence along the joint property line of Martha Ashmore Spillers S.79-55E. 288.3 feet to an iron pin; thence N.85-55 E. 175 feet to an iron pin; thence S.33-37E. 80 feet to a railroad spike in the center of Fork Shoals Road; thence along the center of said Road S.12-19E. 24.4 feet to a nail and cap in the center of said Road; thence S.78-40W. 227.8 feet having crossed an iron pin at 18.8 feet from the center of said Road; thence S. 11-20E. 294 feet to an iron pin; thence N.82-25E. 209.2 feet to the point of beginning. EXCLUDING, however, a portion of said property being shown and designated Tract "A" on a plat entitled "Hubert W. Ashmore" dated January 29, 1983, prepared by Joseph Lanham Montgomery, R.L.S., and being more particularly described in accordance with said plat, to-wit: BEGINNING at an iron pin, said iron pin being the southwest corner of said Tract "A" and running S.3-37W. 207.1 feet to an iron pin; thence S.89-06W. 100.0 feet to an iron pin; thence N.4-32E. 189.45 feet to an iron pin; thence N.78-47E. 100.0 feet to the point of beginning.

This being a portion of that property conveyed to Hubert W. Ashmore by Lee A Ashmore et al. by deed dated January 7, 1975, and recorded in Deed Volume 1014 at page 651 in the R.M.C. Office of Greenville County.

together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if

this mortgage is on a leasehold), are referred to as the "property". DERIVATION: Title passed from Hubert W. Ashmore

to the Borrower by Deed, recorded February 7, 19 83,

in the Office of the Register of Mesne Conveyances

for Greenville County in Deed Book 1182

at Page 140

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever,

None

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