

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1043 PAGE 135

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Ashmore Brothers, Inc. (Ashmore Bros., Inc.)

(hereinafter referred to as Mortgagor) is well and truly indebted unto Henry L. Ware

(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 Eighteen Thousand Eighty-six and no/100 (\$18,086.00) Dollars (\$ 18,086.00) due and payable

Nine Thousand Forty-three and no/100 (\$9,043.00) Dollars on or before one (1) year from date, together with accrued interest and the remaining balance of Nine Thousand Forty-three and no/100 (\$9,043.00) Dollars on or before two (2) years from date with interest thereon from date at the rate of 5 1/2% per centum per annum, to be paid: as above set out

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 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, containing 814 acres, more or less, on the waters of South Saluda River, and being known and designated as "NO. A-XXI JOAB LANGFORD TRACT" and "NO. A-XV, W. F. REYNOLDS TRACT" on plot of property of Saluda Land and Lumber Company, made by Howard Wiswall, Civil Engineer, dated 1918 through 1921, recorded in Plat Book "YY", at pages 114 through 118, and according to said plat the property is more fully described as follows, to wit:

BEGINNING at a white oak X0 at the corner of property hereinafter described as property shown on above mentioned plat as the "H. P. McGee Tract" and running thence along the McGee line, N. 58-30 E. 95.31 chains to a stone in line of property shown on plat as the "J. N. and R. M. Cleveland Tract"; thence along the Cleveland line N. 36-30 W. 13-09 chains to stone, corner of property shown on above plat as "Irving Estate Tract"; thence along the Irving line N. 36-30 W. 51.87 chains to a stake; thence continuing along the Irving line S. 58-30 W. 42.74 chains to a stone in line of property shown on above plat as "Bettie Orr Tract"; thence along the Orr line S. 58-30 W., 51.91 chains to a stone; thence continuing along the Orr line N. 48-30 W. 25.10 chains to a stone; thence still with the Orr line, S. 79-47 W., 26.53 chains to a spruce pine, corner of "Joab Langford Tract"; thence along the Langford tract S. 42-53 E., 45.25 chains to a stone in line of "W. F. Reynolds Tract"; thence along the Reynolds line S. 20-17 E., 20.96 chains to a stone X0; thence continuing along Reynolds line S. 76-38 E., 46.44 chains to the beginning point. However, there is specifically excluded from this conveyance a 13 acre tract previously conveyed by Saluda Land and Lumber Company to J. E. Sirrine Company, et al, by deed dated April 24, 1937, recorded in Deed 199, at page 381.

This mortgage is junior in lien to that mortgage held by the Federal Land Bank dated July 15, 1958, recorded in the REC Office for Greenville County in Mortgage Book 752 at page 479.

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.

SATISFIED AND CANCELLED OF RECORD

1674 DAY OF June 1982  
Dannie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 12:00 O'CLOCK P. M. NO 28200

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 77 PAGE 580