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MORTGAGE OF REAL ESTATE OF GREENVILLE, S. C. Ashmore & Brissay, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA MAY 15 4 40 PM '70 BOOK 1155 PAGE 257

COUNTY OF GREENVILLE OLLIE FARNSWORTH R.M.C. MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RUSSELL C. ASHMORE, JR. and G. MAURICE ASHMORE, TRUSTEES OF PROFIT SHARING PLAN AND TRUST OF ASHMORE BROTHERS, INC. (hereinafter referred to as Mortgagor) is well and truly indebted unto CHARCO, A PARTNERSHIP (Robert T. Harrison, Robert R. Christie, Jr. and William C. McSween)

(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: Thirty-Two Thousand Five Hundred and No/100-----Dollars (\$32,500.00) due and payable at the rate of Ten Thousand and No/100 (\$10,000.00) Dollars on or before one (1) year from date; Ten Thousand and No/100 (\$10,000.00) Dollars on or before two (2) years from date; and Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars on or before three (3) years from date hereof. Maker reserves the right to anticipate payment in whole or in part at any time without penalty, with interest thereon from \_\_\_\_\_ date at the rate of eight(8%) 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 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 16.98 acres, more or less, on the southwestern side of Parkins Mill Road (S. C. Highway No. 186), being shown on a plat entitled "Survey For Charco, A Partnership", recorded in the RMC Office for Greenville County in Plat Book NNN, Page 115, and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the western side of Parkins Mill Road (S. C. Highway No. 186), at the southeastern corner of the premises herein described and at joint corner of said premises and property, now or formerly, of Citizens & Southern Bank, Trustee and running thence with said property S 76-51 W 300 feet to an iron pin; thence running with said Citizens & Southern Bank, Trustee, property S 22-00 E 230 feet to an iron pin; thence S 76-51 W 108.8 feet to an iron pin; thence N 53-50 W 784.4 feet to an iron pin; thence running with the line of property, now or formerly, of the City of Greenville N 13-00 E 240.3 feet to an iron pin; thence running with the line of property, now or formerly, of Scroggs N 15-35 E 562.2 feet to an iron pin; thence S 86-00 E 302.9 feet to nail and cap in the center of a road; thence with the center of said road S 36-45 E 236 feet to a nail and cap; thence continuing with the center of said road, S 53-00 E 146 feet to a nail and cap; thence still continuing with the center of said road, S 76-42 E 24.7 feet to a nail and cap at the intersection of said road and the western side of Parkins Mill Road; thence with the western side of Parkins Mill Road S 08-57 E 200 feet to an iron pin; thence running with the western side of Parkins Mill Road S 13-03 E 200 feet to an iron pin; thence continuing with the western side of said Road S 16-42 E 200 feet to an iron pin; thence still continuing with the western side of said Road S 20-57 E 70 feet to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.