

AFFIDAVIT
FILED Re:

BOOK 1272 PAGE 310 .3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
12 11 3 28 PM '77
COMM. S. T. J. J. J.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jalmag Associates, a partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mack A. Ashmore

(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 Two Hundred Eight Thousand, Seven Hundred Ninety-Nine

and 64/100-----Dollars (\$ 208, 799. 64) due and payable
in four equal annual installments of Fifty-Two Thousand, One Hundred Ninety-Nine and
91/100 (\$52, 199. 91) Dollars each, the first installment being due on the ___ day of April,
1974, and the other installments being due on the same day of each year thereafter until
paid in full
with interest thereon from date at the rate of SEVEN (7%) 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

For description of property, see attached Exhibit A.

Mortgagee shall grant to mortgagor the right to release parcels of real estate from the lien of said mortgage upon the payment by the mortgagor to the mortgagee of \$10, 000. 00 per acre for all road frontage property on each side of Drypocket Road, based on a depth of up to 600 feet from the road, and upon the payment of \$4, 000. 00 per acre for all of the remaining property. All sums paid for release privileges shall be applied towards the next installment payment due on the note and mortgage. The mortgagee shall have the right to require the payment by the mortgagor of any funds for release purposes to be paid into an escrow account rather than direct to the mortgagee. Said purchase money note and mortgage shall provide no right of prepayment. In the event an escrow account is established, same shall not result in any extra cost or interest to the mortgagor, and mortgagor shall not be required to pay interest on funds paid into escrow. All principal payments made on said mortgage or into an escrow account, including annual principal payments, shall apply as a credit for land release purposes.

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 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.

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