

3405 Richmond Hill Road
Augusta, Georgia 30906

MORTGAGE CORPORATION FORM 7-113 M. Dillard, P.A., Greenville, S.C.

1980

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
D.C.A.S.

CO. S. C.

10:00 PM '80

W. S. SLEAY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GRACELAND CEMETERY DEVELOPMENT CORPORATION, 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
FRED B. JONES

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:
Eighty-six Thousand Five Hundred Fifty-seven and 50/100ths ----- Dollars
(\$86,557.50) 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 28.00 acres, more or less, situate, lying and being on the southern side of Woodruff Road (South Carolina Highway No. 146), in Butler Township, Greenville County, South Carolina, being a portion of Tract No. 6 of the Q. A. GREENE PROPERTY as shown on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book G, page 4, and having according to a plat of the PROPERTY OF THE GRADY L. SMITH ESTATE AND FRED B. JONES, made by C. O. Riddle, Surveyor, dated April 25th, 1980, recorded in the RMC Office for Greenville County, S. C., in Plat Book 8A, page 70, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Woodruff Road at the corner of the Grady L. Smith Estate property (said iron pin being located S. 82-26 E., 529.09 feet from an iron pin at the southeastern corner of the intersection of Woodruff Road with South Carolina Highway No. 14), and running thence along the line of the Grady L. Smith Estate property, S. 6-31 W., 1547.41 feet to an iron pin and stone; thence along the line of property now known as Saddle Horse Farms, S. 61-24 E., 797.29 feet to an iron pin; thence along the line of property now or formerly owned by Edward Russell, N. 5-52 E., 1764.55 feet to an iron pin on Woodruff Road; thence along the southern side of Woodruff Road the following courses and distances, to-wit: N. 67-08 W., 123.52 feet; N. 71-19 W., 100 feet; N. 75-03 W., 100 feet to an iron pin; N. 79-42 W., 100.06 feet to an iron pin; and N. 82-26 W., 303.80 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagor by the Mortgagee by deed to be recorded simultaneously herewith.

Any partial releases from the lien of this mortgage of any part of the above described property and any payments of principal on the said mortgage and the note which this mortgage secures which may result from said partial releases shall be controlled by the terms and conditions of that certain Mortgage Release Agreement between the Mortgagor and the Mortgagee of even date herewith, the terms and conditions of which are incorporated herein by reference and made a part hereof as though fully set forth herein.

RECORDED

Handwritten signatures and notary seal area.

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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