

Mortgagees' Address: FIREMEN'S FUND INS. COMPANY, DRAWER L, GREENSBORO, N.C. 27402  
ATTENTION: J. Hall  
AETNA CASUALTY & SURETY COMPANY, COMMERCIAL CLAIM DEPT., P.O.  
Box 32473, CHARLOTTE, NC 28232  
MORTGAGE OF REAL ESTATE—Office of Wyche, Burgess, Freeman & Pitham, P.A. Greenville, S. C.

VOL 1685 PAGE 139

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RUSSELL C. ASHMORE, JR. and RICHARD A. ASHMORE

(hereinafter referred to as Mortgagor) SEND (S) GREETING:

BYARS OIL COMPANY, INC.  
(hereinafter "Byars")

AETNA CASUALTY & SURETY COMPANY and  
FIREMEN'S FUND INSURANCE COMPANY

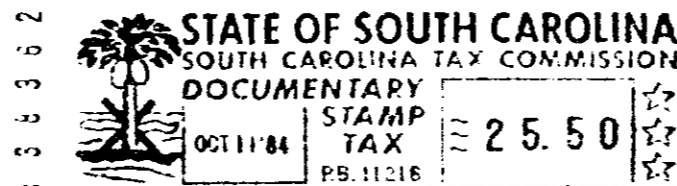
WHEREAS, the Mortgagor is well and truly indebted unto Byars' (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eighty-Five Thousand and No/100 DOLLARS (\$ 85,000.00 )

with interest thereon from date at the rate of 10 per centum per annum, said principal and interest to be repaid as follows: payable \$85,000.00 plus accrued interest on October 1, 1985, and on the first day of October for each of the nine years thereafter, the last such payment being due on October 1, 1994.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

SEE ATTACHED EXHIBIT



GCTO -----10C11 84

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This is a portion of the same property conveyed to Mortgagors by Deed of Russell C. Ashmore, Sr., recorded November 6, 1978 in REM Book 1091 at Page 357.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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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