

AFFIDAVIT
FILED R.P.C.

BOOK 1272 PAGE 310
BOOK 47 PAGE 224

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } FILED GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

FILED
APR 11 3 28 PM '77
DORRIS S. TAMMERSLEY

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 give, 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.

APR 27 1977

Cancelled
Dorris S. Tammerley
RMC

FILED GREENVILLE CO. S.C.
APR 27 10 55 AM '77
DORRIS S. TAMMERSLEY

Bozeman and Grayson, Attorneys
28954

The debt hereby secured is paid in full and the lien of this mortgage cancelled this 18th day of April, 1977.

S. M. ... (Witness)
Debrah Patrick (Witness)

Mack A. Ashmore

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.

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