

JAN 29 3 01 PM '70

The State of South Carolina,
OLLIE FARNSWORTH
COUNTY OF Greenville R. H. C.

To All Whom These Presents May Concern:

GALLOWAY ASPHALT PAVING CO., INC. SEND GREETING:

Whereas, the said Galloway Asphalt Paving Co., Inc.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to MRS. JAMES A. HARRIS

hereinafter called the mortgagee(s), in the full and just sum of Twelve Thousand Seventy-Five and No/100----- DOLLARS (\$12,075.00), to be paid as follows: six (6) months from the date hereof

, with interest thereon from date

at the rate of Seven (7%)----- percentum per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mrs. James A. Harris, her Heirs and Assigns, forever:

ALL that parcel or tract of land with the improvements thereon, situate on the East side of Hall Road near the City of Greenville, in Greenville County, South Carolina, shown on Plat of Property of H. E. Cooke, made by J. C. Hill, Surveyor, on July 13, 1950, revised May 7, 1953, recorded in the RMC Office for Greenville County, South Carolina in Plat Book DD, Page 75, and having, according to said plat and a survey made by Carolina Engineering & Surveying Co. on October 29, 1969, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Hall Road at the Southwest corner of the tract of land herein described and runs thence S 69-58 E, 866 feet to a point in the center of a branch; thence along the center of said branch, the traverse line being as follows: N 30-22 E, 122 feet; N 5-17 W, 113 feet; and N 40-31 E, 100 feet to a point in center of said branch; thence N 71 W, 606.9 feet to an iron pin on the North-east side of what was formerly known as a private drive; thence crossing former private drive, S 28-40 W, 153.2 feet to an iron pin; thence N 69-48 W, 265.4 feet to a point in the center of Hall Road; thence along the center of Hall Road, S 17-30 W, 177 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of David F. Simpson of even date herewith to be recorded.