

FILED
GREENVILLE CO. S. C.

BOOK 1222 PAGE 625

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FEB 10 2 59 PM '72
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Galloway ^{JEG} Asphalt & Paving Company, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company

(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 Twenty-five Thousand and no/100

Dollars (\$ 25,000.00) due and payable one (1) year from date, with six (6) months interest payable in advance,

with interest thereon from date at the rate of eight per centum per annum, to be paid:

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 Greenville, in Chick Springs Township, according to map and survey made by W.A. Hester, Surveyor, 10/25/29, being recorded in R.M.C. Office for Greenville County in Plat Book I, at page 147, and being designated on said plat as Tract #1 containing 4.31 acres more or less and having the following metes and bounds, to-wit: BEGINNING at an iron pin joint corner of Tracts 1 and 2 and running thence S. 59-3/4 E. 506.08 feet to an iron pin; thence N. 54 E. 158.40 feet to an iron pin; thence N. 76 1/2 E. 139.92 feet to an iron pin; thence N. 56 1/2 W. 759 feet to a white oak stump old mark; thence S. 27 W. 290.40 feet to the beginning corner. Less, however, that portion of land being retained by the Grantor having the following metes and bounds to-wit: BEGINNING at an iron pin on S.C. Highway 253, S. 54-13 W. 100 feet to an iron pin; thence N. 35-47 W. 200 feet to an iron pin; thence N. 54-13 E. 70.9 feet; thence S. 56-34 E. 220 feet more or less to the beginning corner.

ALSO, 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 7/13/50, revised 5/7/53, recorded in R.M.C. Office for Greenville County in Plat Book DD, page 75, and having according to said plat and survey made by Carolina Engineering and Surveying Company on 10/29/69, 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 Northeast 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.

ALSO, ALL that parcel of land in Chick Springs Township, Greenville, State of South Carolina, being Lot #3 of a tract of land surveyed for M.P. Hall by W.A. Hester, Surveyor, 2/15/23, said Tract #3 beginning at an iron pin on the branch and running thence N. 71 W. 943.8 feet to an iron pin on line of Seab Pinson land, thence N. 16 E. 158.4 feet to an iron pin, corner of Lot #2, thence along line of Lot #2 S. 71 E. 924 feet to an iron pin on branch, thence along said branch in a southerly direction to the beginning point. Being shown by said Plat on file in the Office of Judge of Probate in Apartment 187, File 31.

Together with all and singular rights, members, herditaments, 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.

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.