

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
2 01 PH '79
RILEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, G. RICHARD GALLAMORE and BETTY M. GALLAMORE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN E. NETTLES and MARY H. NETTLES,

(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 Three Thousand, Three Hundred Fifty and No/100-----

Dollars (\$ 3,350.00----) due and payable

Two Thousand and No/100 (\$2,000.00) Dollars on or before December 5, 1979 at no interest, and One Thousand, Three Hundred Fifty and No/100 (\$1,350.00) Dollars payable on or before October 5, 1980 at ten (10%) percent to be computed and paid at maturity:

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid _____

The undersigned have the right to prepay without penalty.

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

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, being known and designated as Lot No. 76 on Plat of Section 2 of AVONDALE FOREST as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book BBB at Page 37 and having according to said plat the following metes and bounds, to-wit:

BEGINNING AT an iron pin on the southern side of Pryor Road at the joint front corners of Lots Nos. 75 and 76 and running thence along with said road N. 49-47 E. 90 feet to an iron pin; thence S. 40-12 E. 167.3 feet to an iron pin; thence S. 49-15 W. 90 feet to an iron pin at the joint rear corner of Lots Nos 75 and 76; thence N. 40-17 W. 168 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of John E. Nettles and Mary H. Nettles dated September 27, 1979 to be recorded herewith.

This mortgage is third and junior in lien to those certain mortgages given by John E. Nettles and Mary H. Nettles to Greer Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County, South Carolina on July 9, 1974 in Mortgages Book 1316 at Page 53 and on February 21, 1977 in Mortgages Book 1389 at Page 752.

STATE OF SOUTH CAROLINA
DOCUMENTARY
2 01 1979

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all 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.

0793

4328 RV-2