

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

GR... FILED
SEP 23 1 04 PM '81
DONNIE TANKERSLEY
R.M.C.

900X 1553 PAGE 486

WHEREAS, F. H. GILLESPIE

(hereinafter referred to as Mortgagor) is well and truly indebted unto GALLOWAY ASPHALT PAVING COMPANY, INC.

(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 One Hundred Twenty Four Thousand Three Hundred and No/100-----

-----Dollars (\$ 124,300.00) due and payable

AS STATED IN NOTE OF EVEN DATE.

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

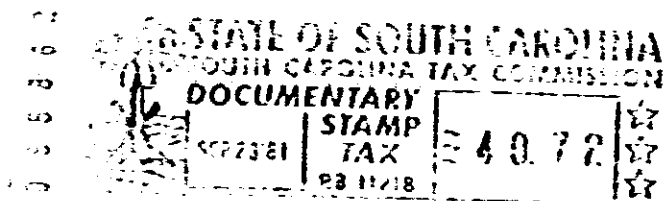
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, the Mortgagee's heirs, 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, being shown on plat of property entitled "Gallo Acres" prepared by W. R. Williams, Jr. on July 25, 1977 which plat is recorded in the RMC Office for Greenville County in Plat Book 7X at Page 15 and having according to said plat metes and bounds as shown thereon.

This being the same property acquired by the Mortgagor by deed of Galloway Asphalt Paving Company, Inc. of even date to be recorded herewith.

The Mortgagee does hereby release from the lien of the above described property Lots 1 and 2 and further agrees to release any of the remaining lots upon payment of the sum of \$5,650.00 per lot and the Mortgagor shall cause to have released a minimum of 12 lots per year with the aforementioned 2 lots being considered as 2 of the initial 12 to be released.

GRANTEE'S MAILING ADDRESS: State Park Road
Greenville, S. C.

900X
-----2 SE23 81 809

4-00CI

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.

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