86 me 988 FILED GREENVILLE CO.S.C. MORTGAGE OF REAL ESTATE Har 30 2 03 PH '77 STATE OF SOUTH CAROLINA ALL WHOM THESE PRESENTS MAY CONCERN: COUNTY OF GREENVILLE R.H.C.

WHEREAS, RUDOLPH S. GALLOWAY

(hereinaster referred to as Mortgagor) is well and truly indebted unto J. A. TRAYNHAM

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Dollars (\$10, 000.00 ...) due and payable

TEN THOUSAND AND NO/100THS-

AS SET FORTH IN SAID NOTE,

THIS Mortgage is junior in lien to a certain mortgage given by the Mortgagor herein In favor of Fidelity Federal Savings and Loan Association on March 30, 1977, and thereafter filed for record in the RMC Office for Greenville County on the same date in Mortgage Book 1393 at Page 12 , in the amount of \$15,010.94.

THIS being the same property conveyed to the Mortgager herein by a certain deed of J. A. Traynham dated March 30, 1977, and thereafter filed for record in the RMC Office on the same date in Deed Book 1053 at Page 685

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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 Mortgagor forever, from and against the Mortgagor and all persons whemsoever lawfully claiming the same or any part thereof.