

JOHN M. DILLARD, Attorney at Law, Greenville, S. C.

APR 15 10 45 AM 1968

BOOK 1089 PAGE 481

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BALLENGER PAVING COMPANY, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA AS TRUSTEE FOR JAMES G. BANNON UNDER WRITTEN AGREEMENT DATED MARCH 4, 1966,

(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 Ten Thousand Six Hundred Twenty-two and 07/100--- Dollars (\$10,622.07) due and payable

in the sum of \$5,311.03 thirty days from date with the balance due sixty days from date,

with interest thereon from date at the rate of 6 & 3/4 per centum per annum, to be paid: at maturity.

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:

An undivided 1/7th interest in and to all that piece, parcel or lot of land in Austin Township, Greenville County, South Carolina, situate, lying and being on the Western side of Bethel Road (S. C. Highway No. 48) being shown as Tract No. "A" containing 73.3 acres, more or less, on a Plat entitled "Property of C & S National Bank, Trustee, and James P. McNamara", made by Dalton & Neves, Engineers, dated March, 1968, and recorded in the RMC Office for Greenville County, S. C., in Plat Book UUU, page 15, reference to which is hereby craved for the metes and bounds thereof.

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.

For satisfaction see R. C. M. Book 1165 Page 517

PAID AND FULLY SATISFIED
29 DAY OF Jun. 68
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
1170

SATISFIED AND CANCELLED OF RECORD
DAY OF 1968
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT O'CLOCK M. NO.

PAID AND FULLY SATISFIED
THIS THE DAY OF
THE CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA
GREENVILLE, S. C.
By
By
WITNESS
WITNESS