

2800 Augusta Rd.
Greenville, S.C. 29605

FILED
GREENVILLE CO. S. C.

BOOK 1393 PAGE 15

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MAR 30 2 03 PM '77
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, RUDOLPH S. GALLOWAY

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

(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 AND NO/100THS ----- Dollars (\$10,000.00 --) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from DATE at the rate of 7-1/2% per centum per annum, to be paid: MONTHLY.

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, near the City of Greenville, near the Northwestern corner of the intersection of Augusta Road (U. S. Highway 25) and White Horse Road (S. C. Highway 250), being known and designated as a portion of Property of Alma Eunice Jones, and having the following metes and bounds, to-wit:

BEGINNING at a new iron pin on the edge of White Horse Road in Greenville County, joint front corner of Lot Nos. 7 and 8 and running along said White Horse Road S. 37-46 E. 94 feet to a new iron pin; thence N. 50-35 E. 185.3 feet to a new iron pin; thence N. 45-02 W. 93.3 feet to an ^{old} iron pin; thence along the line of Lot No. 8 S. 50-59 W. 173.6 feet to the point of beginning.

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 Mortgagor 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.

DOCUMENTARY STAMP TAX \$04.00

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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