

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OCT 25 2 14 PM 1969

BOOK 1107 PAGE 39

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN
R. M. C.

WHEREAS, Galloway Bros. Asphalt Paving Co. Inc.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES A. HARRIS,

(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

Eleven Thousand Five Hundred Fifty and No/100----- Dollars (\$ 11,550.00) due and payable in one lump sum within a period of six months

with interest thereon from date at the rate of 7% 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, in Gantt Township, being known and designated as Lot No. 139 on a plat of Augusta Acres, Property Of Marsmen, Inc., and recorded in the R. M. C. Office For Greenville County, in Plat Book "S", Page 201, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Meadors Avenue, joint corner of Lots Nos. 139 and 140, and running thence with line of Lot No. 140 N. 8-16 W., 220 feet to an iron pin in line of Lot No. 138; thence with the line of Lot No. 138 S. 81-10 W., 131.4 feet to an iron pin on the Eastern side of Patton Drive; thence with Patton Drive S. 17-54 E., 205 feet to an iron pin; thence in a curved S. 58-05 E., 29.2 feet to an iron pin on the Northern side of Meadors Avenue; thence with Meadors Avenue N. 81-44 E., 75 feet to an iron pin, the corner of BEGINNING.

This property is conveyed subject to the restrictions recorded in Deed Book 391 at Page 75 in the R. M. C. Office For Greenville County, and is also conveyed subject to any other covenants, easements or rights-of-way of record which affect said property.

Being the same property conveyed to W. M. and Ruby White by deed recorded in Deed Book 523 at Page 295 in the R. M. C. Office For Greenville County.

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.

*Paid in full
James A. Harris*

Aug 29 - 1969

*Wit:
Elizabeth V. Harris*

SATISFIED AND CANCELLED OF RECORD
2 DAY OF *Sept* 19 *69*
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT *10:47* O'CLOCK *A*. M. NO. *5284*