

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SEP 8 3 58 AM '82

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

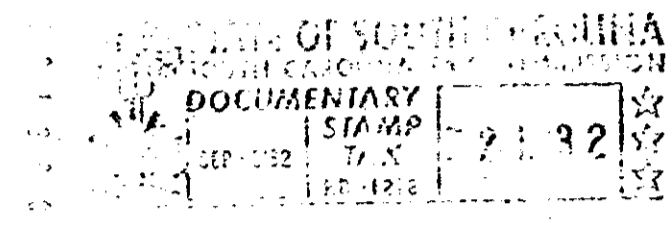
WHEREAS, JAMES H. RODGERS, JR.,
DONNIE S. LANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto FAIR STEWART GALLMAN

(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

Fifty-Three Thousand Two Hundred Eighteen and No/100-----Dollars (\$53,218.00) due and payable

ACCORDING TO THE TERMS OF THE NOTE OF EVEN DATE EXECUTED SIMULTANEOUSLY HEREWITH.



with interest thereon from 11-7-82 at the rate of ten (10%) 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,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 14 as shown on a plat of property of William G. Gallman dated August, 1982, prepared by J. L. Montgomery, III, R.L.S., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Fairview Road, at the corner of property of Mrs. Lila Peden Sprouse, and running thence with the line of said property N. 86-30 W. 278.51 feet to a point at the corner of Lots Nos. 14 and 8; running thence with the rear lines of Lots Nos. 8, 9 and 10 S. 6-14 W. 700.18 feet to a point in the center of a fifty (50') foot private drive; running thence with the center of said private drive S. 69-20 E. 57.12 feet; S. 79-09 E. 99.61 feet; N. 82-38 E. 100.0 feet and N. 52-38 E. 236.0 feet to a point in the center of Fairview Road; running thence with the center of Fairview Road N. 17-02 W. 530.67 feet to the POINT OF BEGINNING.

LESS, HOWEVER, that portion of the above described property located within the right-of-way of said fifty (50') foot private road.

ALSO, MORTGAGED HEREIN is an undivided one-eleventh (1/11th) interest in and to that portion of the said fifty (50') foot private road abutting said Lot No. 14, together with a permanent easement in said fifty (50') foot private road for the purpose of ingress and egress to all lots on the aforesaid plat abutting said private road and for the purpose of installing, maintaining and repairing a water line within said right-of-way of said private road.

This is the identical property conveyed to the Mortgagor herein by the Mortgagee herein by deed of even date to be recorded simultaneously herewith.

THIS MORTGAGE SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER IN THE EVENT THE MAKER SELLS OR OTHERWISE TRANSFERS THE PROPERTY GIVEN AS SECURITY FOR THIS MORTGAGE.

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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