MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,

FILED
GREENVILLE CO. S. C.

BOOK 1381 PAGE 500

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 27 4 51 PM '76
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Augusta Road Corporation, a South Carolina Corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Gerald T. Gallina

(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 Twenty-Five Thousand and No/100 ($25,000.00)---------- Dollars ($ 25,000.00) due and payable

in accordance with the terms of the Note executed of even date.

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, City of Greenville, on the east side of Main Street and being shown as Tracts 1, 2 and 3 on a plat recorded in the RMC Office for Greenville County in Plat Book N at Page 189 and also being shown as Lots 6, 6.1, 6.2 of Block 2, Sheet 32 in the Greenville County Block Book Department, fronting 120.6 feet on Main Street in the City and County of Greenville, State of South Carolina, and being the same property conveyed to the mortgagor herein by deeds recorded on March 29, 1976 from Elizabeth F. Chadwick, Joyce Finlay Atkinson McCaffrey, trustee, James Finlay Atkinson, Deborah Finlay Atkinson Kirby, Linda Joyce Finlay Atkinson, Hattie M. Finlay Jones, Edward Finlay, Jr. and Edward Whitaker Finlay, in the RMC Office for Greenville County.

This mortgage is subordinate to that certain mortgage given by Augusta Road Corporation to Elizabeth F. Chadwick, et al in the amount of $139,000.00 dated and recorded March 29, 1976, in Mortgage Book 1363, at page 439, RMC Office for Greenville County.

The address of the Mortgagee is: 110 Woodbury Street, Greenville, S. C.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
001275 FEB 11218
10.00

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 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 heireinabove 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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