

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
APR 13 4 59 PM '78

BOOK 1447 PAGE 478

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

WHEREAS, GERALD T. GALLINA

(hereinafter referred to as Mortgagor) is well and truly indebted unto HARRY O. YEARICK

(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

THIRTY-FIVE THOUSAND AND NO/100----- Dollars (\$ 35,000.00) due and payable
According to the terms of a Note of same date.

with interest thereon from _____ Date _____ at the rate of Eight (8%) per centum per annum, to be paid: Quarterly

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

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, containing 15.50 acres as shown on a survey of said property for Harry O. Yearick by C.O. Riddle, Reg.L.S. 1347, dated October 2, 1978, situate, lying and being on the eastern side of Pennington Road and having the following metes and bounds to wit:

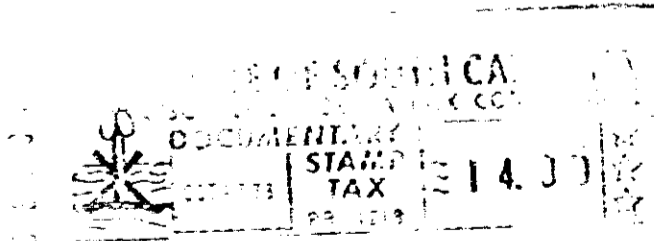
Beginning at a spike in the approximate center of Pennington Road and running thence with the approximate center of Pennington Road N. 01-06 E. 236.2 feet to a spike in the center of said road; thence N. 03-27 E. 656.21 feet to a spike in the center of said road; thence N. 81-00 E. 1102.2 feet to an iron pin and stone; thence N. 68-47 E. 109.57 feet to an iron pin; thence N. 71-51 E. 512.03 feet to an iron pin and stone; thence S. 46-20 E. 57 feet to an iron pin; thence S. 71-39 W. 661.28 feet to an iron pin; thence S. 81-34 W. 432.03 feet to an iron pin; thence S. 01-29 W. 659.35 feet to a White Oak; thence S. 36-18 W. 553.40 feet to an iron pin; thence N. 42-46-30 W. 256.55 feet to an iron pin; thence S. 79-33 W. 192.09 feet to the point of Beginning.

This being the same property acquired by the Mortgagor by deed of Harry O. Yearick to Gerald T. Gallina, dated October 17, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1090 at Page 144.

This conveyance is made subject to restrictions, easements and rights of way of record affecting this property.

This mortgage is junior and subordinate to that certain mortgage of Gerald T. Gallina to First Federal Savings and Loan Association dated October 17, 1978, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1447 at Page 474.

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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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