

MAR 31 3 52 PM '78

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Claude R. Rogers,

(hereinafter referred to as Mortgagor) is well and truly indebted unto GALLOWAY ASPHALT PAVING COMPANY, INC.

(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-FOUR THOUSAND SEVEN HUNDRED FORTY-THREE and 09/100-----Dollars (\$34,743.09) due and payable One (1) Year from date hereof.

with interest thereon from February 27, 1976 at the rate of Ten (10%) centum per annum, to be paid: As set out above.

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 piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina on the northwestern side of Paris Mountain Road and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Paris Mountain Road and running thence N. 39-30 W., 91.5 feet to an iron pin; thence S. 45-13 W. 31.7 feet to an iron pin; thence N. 59-08 W. 61.2 feet to an iron pin; thence with rear line of said lot, N. 51-30 E. 117.9 feet to iron pin; thence S. 58-58 E. 36.4 feet to iron pin; thence S. 40-45 E. 110 feet to a point on the northwestern side of Paris Mountain Road; thence with said road, S. 52-30 W. 66 feet to the point of beginning and being identically the same lot conveyed to Grantor by deed recorded in Deed Book 827 at Page 636.

P39-1-6.1

ALSO

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and according to a Plat by J. L. Montgomery, III, R.L.S., dated May, 1973, having the following metes and bounds, to-wit:

BEGINNING at an iron pin 93.9 feet from Hall Road N. 51-30 E. 112.8 feet to an iron pin; thence N. 58-18 W. 101.2 feet to an iron pin; thence S. 47-25 W. 92 feet to an iron pin; thence S. 47-06 E. 89.4 feet to the point of beginning.



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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