

STATE OF SOUTH CAROLINA Dec 21 2 12 PM '76 MORTGAGE OF REAL ESTATE  
COUNTY OF GREENVILLE

ANNIE S. TANKERSLEY  
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. Malone

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Six Thousand Five Hundred Fifty and 20/100-----

----- Dollars (\$ 6,550.20 ) due and payable at the rate of \$109.17 per month beginning January 22, 1977 and continuing on the 22nd day of each and every month thereafter for a period of five years with interest due and payable as per note.

with interest thereon from-----at the rate of-----per centum per annum, to be paid:

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:

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"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, Cleveland Township, at the northwest corner of Spring Park Road and an unnamed road, near the Village of Marietta, containing 1.57 acres, more or less, and having, according to a survey made by T. T. Dill in April, 1948, the following metes and bounds, to-wit:

Beginning at a stake at the northwest corner of Spring Park Road and an unnamed road and running thence with the west side of Spring Park Road, N.13-30 W. 307 feet to an iron pin at the corner of property of Roy Edens; thence with the line of said property, S.76-30 W. 204.4 feet to an iron pin at the corner of property of Harold Gruel; thence with the line of said property, S.26-45 W. 207.3 feet to a point in the said unnamed road; thence N.79-45 E. 370.1 feet to the beginning corner.

This is the same property as that conveyed to the Mortgagor herein by deed from Edna Frances Conner, now Edna Frances Kelley, Claude Conner, Jr. and Linda Dale Conner recorded in the RMC Office for Greenville County on December 21, 1976.

The mailing address of the Mortgagee herein is P. O. Box 1329, Greenville, S. C. 29602.

DOCUMENTARY STAMP  
DEC. 21 1976  
TAX  
FEB 1978  
0264

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 hereinafore described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or otherwise dispose of 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 whosoever lawfully claiming the same or any part thereof.

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