STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

. TO ALL WHOM THESE PRESENTS MAY CONCERN

James E. Malone WHEREAS.

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

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagoe's promissory note of even date herewith the terms of which are incorporated Lerein by reference, in the sum of Twelve Thousand Ninety-nine and 96/100-----_____Dallars (\$12,099.96) due and payable

according to the terms thereof, said note being incorporated herein by reference.

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagor 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 indekted to the Mortgagore at any time for advances made to or for his account by the Martgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgages in hand well and truly juid by the Mortgages at and before the scaling and delivery of these presents, the receips whereof is hereby adaptateded, has granted, burgained sold and released, and by these presents does grant, bargain, sell and release unto the Mortergee, its successors and assigns

"ALL that certain piece, parcel or ke of land, with all improvements thereon, or hereafter constructed thereon, satuate, hing and being in the State of South Carolina, County of Greenville, near Marietta, and being shown and designated on a survey for Ellen Mosteller Smith prepared by W. R. Williams, Jr., on July 22, 1977, and containing .99 acres, more or less, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Hart Cut Road, joint property line of Tankersley; thence with the Tankersley line, N. 44-58 W. 187.1 feet to an iron pin; thence with the property of the Grantor, N. 43-35 E. 167.1 feet to an iron pin; thence continuing with the Grantor's line, S. 81-42 E. 215.7 feet to a nail and cap in the center of Hart Cut Road; thence following the center of Hart Cut Road, S. 39-59 W. 200 feet to a nail and cap; thence continuing with the center of said road, S. 44-25 W. 96.7 feet to the beginning corner.

This is the same property as that conveyed to the Mortgagor herein by deed of Ellen M. Smith, by her lawful Attorney in fact, James E. Malone and Kenneth R. Mosteller dated August 16, 1977, and recorded in the R.M.C. Office for Greenville County in Deed Book 1062 at Page 868.

The mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, South Carolina 29690.

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 Rusual 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.

Č The Mortgagor covenants that it is lawfully seized of the premises heireinabene described in fee simple absolute, that it has good right and it Induly authorized to sell, convey or encomber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further coverants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The commence of the contract o