

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

BOOK 1417 PAGE 397

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, James E. Malone

Hereinafter referred to as Mortgagor) is well and truly indebted unto S. G. Roberts and Jessie C. Roberts

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 **Eight Thousand Five Hundred and No/100**-----

-----Dollars (\$8,500.00) due and payable

on or before June 1, 1978. The Mortgagor has the right to prepay at any time without penalty.

with interest thereon from date at the rate of **eight** per centum per annum, to be paid: on or before June 1, 1978.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 Mortgagee 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, and being shown and designated as an unnumbered lot on a plat of LAKE SHORE ACRES, dated September 8, 1958, and recorded in the RMC Office for Greenville County in Plat Book MM at Page 43, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Lake Shore Drive at the intersection of Air Base Road and Lake Shore Drive and running thence S.86-30 E. 200 feet to an iron pin, joint corner with No. No. 3 as shown on said plat; turning and running N.0-10 E. 140.0 feet to an iron pin, joint corner with Lot No. 3; turning and running N.85-15 W. 86.3 feet to an iron pin, joint corner with Lot No. 3; thence turning and running N.0-0 W. 45.9 feet to an iron pin; thence N.18-26 E. 47.6 feet to an iron pin; thence S.10-22 W. 44.4 feet to an iron pin, joint corner with Lot No. 24 as shown on said plat; thence turning and running N.89-00 W. 290 feet to a point on the eastern side of Air Base Road; thence turning and running N.0-10 W. 260.4 feet to an iron pin; thence N.44-10 E. 36.3 feet to the point of beginning.

ALSO: All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 3 on a plat of LAKE SHORE ACRES, prepared by Jones & Sutherland Engineers, dated September 8, 1958, and recorded in the RMC Office for Greenville County in Plat Book MM at Page 43, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Lake Shore Drive, joint corner with the unnumbered lot as shown on said plat and running thence along the southern side of Lake Shore Drive, S.86-30 E. 63.4 feet to an iron pin; thence S.42-08 E. 36.5 feet to an iron pin; thence turning and running N.0-0 W. 115.0 feet to an iron pin, joint corner with the unnumbered lot as shown on said plat; thence turning and running N.85-15 W. 86.3 feet to an iron pin; thence turning and running N.0-10 E. 140.0 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagor herein by deed from S. G. Roberts, Individually and as Executor of the Estate of Mabry R. Butler, and Jessie C. Roberts recorded in the RMC Office for Greenville County on December 1, 1977.

The mailing address of the Mortgagee herein is: 103 Sedgefield Drive, Greenville, S. C.

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 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.

GCTO --- 1 DEC 1 1977 1060

2-SOCI