MORTGACE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

S. C MORTGAGE OF REAL ESTATE
TO ALL WHOM THISE PRESENTS MAY CONCERN:

WHEREAS, James E. Malone

(hereinafter referred to as Mortgagor) is well and truly indeleted 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 Eighteen thousand five hundred forty one and 20/100----
Eighteen thousand five hundred forty one and 20/100-----
Juliars (\$ 18,541.20) 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 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 Morigigm, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Morigagor may be indebted to the Morigagoe at any time for advances made to or for his account by the Morigagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Morigagor in hand well and truly paid by the Morigagoe at and before the scaling 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 Morigagoe, the Morigagoe's heirs, successors and assigns:

"ALL that certain piece, purcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, 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 acre, 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 Smith, N. 43-35 E. 167.1 feet to an iron pin; thence continuing with the Smith 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 conveyed to the mortgagor by deed of Ellen M. Smith, by her Lawful Attorney in Fact, James E. Malone and Kenneth R. Mosteller recorded in the RMC Office for Greenville County in Deed Book 1062 at page 868 on August 17, 1977.

The mortgagee's address is: PO Box 544, Travelers Rest, SC 29690

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appearatining, 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.

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TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinahove 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.