

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1977 4 30 PM
RECORDED

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

WHEREAS, We, DAVID S. MALTBY & STEWART W. MALTBY,

as Mortgagor (is well and truly indebted unto First Citizens Bank & Trust Company of South Carolina

(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

TWELVE THOUSAND AND NO/100 - - - - - Dollars \$ 12,000.00 due and payable
Six (6) Months from date,

with interest thereon from date at the rate of 8% per centum per annum, to be paid: semi-annually in advance

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

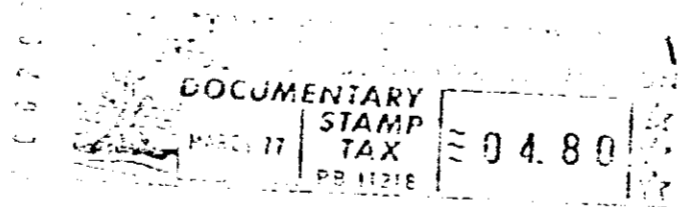
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars \$3.00 to the Mortgagor in land 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:

5 2 8 7 7 8 2 5
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, being known and designated as Lots Nos. 8 and 7 as shown on plat of Lake Lora as recorded in the RMC Office for Greenville County in Plat Book 4-F, at page 35, and having according to said plat the following metes and bounds, to wit:

1 2
C BEGINNING at an iron pin on Lora Court at the joint front corner of
C Lots Nos. 6 and 7 and running thence with the curve, the chord of which is
N. 88-08 W. 65 feet to an iron pin; thence continuing along Lora Court
in a curved line, the chord of which is S. 25-19 W. 44 feet to an iron
pin; thence continuing along Lora Court S. 59-02 W. 119.1 feet to an
iron pin; running thence with a curve, the chord of which is S. 50-46 E.
35 feet to an iron pin; running thence along Lora Lane N. 4-48 W. 49.6
feet to an iron pin; thence continuing along Lora Lane N. 4-12 W. 47.7
feet to an iron pin; running thence N. 66-47 E. 313.1 feet to a point;
2 2
C running thence along the joint line of Lots Nos. 6 and 7, S. 27-09 W.
C 161 feet to an iron pin on Lora Court, the point of beginning.

1 2
C This being the same property conveyed to the Mortgagors herein by deed of
C Multifam, Inc., dated February 24, 1977, and recorded in the RMC Office for
C Greenville County on March 1, 1977, in Deed Book 1051, page 866.

This is a second mortgage, junior only to the first mortgage executed to First Federal Savings & Loan Company in the original sum of \$40,000.00 and recorded in the RMC Office for Greenville County in Mtg. Book 1212, at page 655



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