

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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GREENVILLE, CO. S. C. MORTGAGE OF REAL ESTATE BOOK 1431 PAGE 274  
MAY 5 4 05 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JAMES E. MALONE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE ESTATE OF MABRY R. BUTLER

(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 ELEVEN THOUSAND SIX HUNDRED AND NO/100-----  
----- Dollars (\$ 11,600.00 ) due and payable

INTEREST ONLY to be paid the first year, to wit: May 5, 1979 and the entire principal with interest to be paid in full at the end of two years, to wit: May 5th, 1980, with the right to anticipate the whole amount or any part thereof AFTER JANUARY 1, 1979  
with interest thereon from date at the rate of 9% per centum per annum, to be paid: annually

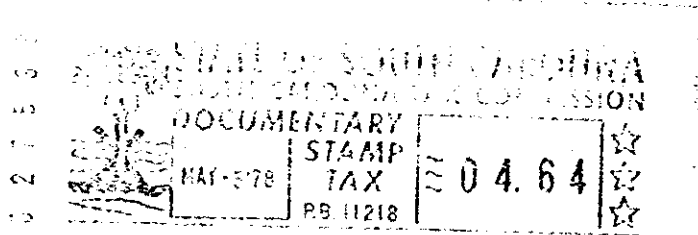
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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:

"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. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30 and 32 shown on plat of property entitled Lake Shore Acres according to a plat made for Mabry R. Butler and Cornelious Butler by C. C. Jones, Reg. S. C. Engineer, September 8, 1958, and revised October 16, 1958, and also shown on the County Block Book at Sheet 399, Block 1, Lots 56-73, and also Sheet 399, Block 1, Lots 75-83, and also Sheet 399, Block 1, Lot 85.

This being the same property conveyed to the Mortgagor by deed of Same G. Roberts, Executor of the Estate of Mabry R. Butler, of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

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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.

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