

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE COUNTY  
NOV 1 1978  
MORTGAGE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **MOGIE MALONE**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Junious B. Nalley and Joan G. Nalley**

(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 **One Thousand Seven Hundred Fifty and No/100**-----  
-----Dollars (\$ **1,750.00** ) due and payable

in **thirty-six (36)** equal monthly installments of **Fifty Four and 85/100 (\$54.85)** Dollars each with the first payment being due **December 1, 1978** and a like payment on the first day of each and every month thereafter until paid in full, with interest thereon from **date** at the rate of **eight (8)** per centum per annum, to be paid: **monthly**

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 **Tract No. 73** as shown on plat of **Extension of Shamrock Acres** according to a survey made by **Carolina Engineering & Surveying Company**, August 9, 1963, and recorded in the **RMC Office for Greenville County** in Plat Book **RR** at Page **133**, and also shown on plat of property of **John W. and Susie W. Welch** made by **T. H. Walker, Jr.**, August 22, 1970, and having the following metes and bounds, to-wit:

**BEGINNING** at a nail and cap at the edge of **County Cork Road** and **Lot No. 74** and running thence **N. 28-15 W. 169.2** feet to an iron pin; running thence **N. 34-23 E. 185** feet to an iron pin at branch (the center of the branch is the line); running thence with the branch as the line (drainage easement) **S. 77-30 E. 85** feet to the joint rear corner of **Lots Nos. 72 and 73**; running thence **S. 6-15 W. 262.7** feet to an iron pin at edge of **County Cork Road**; running thence with said road, **N. 85-50 W. 44** feet; thence continuing with said road, **S. 50-15 W. 41.6** feet to an iron pin, the beginning corner.

This being the same property acquired by the Mortgagor herein by deed of **Junious B. Nalley and Joan G. Nalley** of even date and to be recorded herewith.

Mortgagee's mailing address: **1115 West Parker Road  
Greenville, S. C. 29611**

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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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