

STATE OF SOUTH CAROLINA JAN 21 8 53 AM '81
COUNTY OF GREENVILLE DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, James E. Malone

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edgar Jones, Haskell M. Jones, Charles R. Jones, Paul B. Jones, Alma W. Capps, Ernest Jones, James C. Jones, David L. Jones, Montez Jones Robinson and Whitt Jones

(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 Fifty seven thousand three hundred seventy five and 00/100

Dollars (\$ 57,375.00) due and payable

in full on or before December 26, 1982, with no interest

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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, the Mortgagee's heirs, 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, in Saluda Township, containing 42 1/2 acres, more or less, known and designated as Tract No. 2 of the E. M. Robinson Estate, having the following metes and bounds as shown by plat made by W. M. Hester August 23, 1941, to-wit:

Beginning at an iron pin in line of the Robinson land and in or near the Center of a road and running thence along the road as the line S. 24 W. 17.33 chains to a point in center of fork of road; thence along the center of this road as the line the following courses and distances: S. 65 E. 2.85 chains to a bend in said road; S. 84 1/2 E. 3.88 chains to bend in said road; S. 44 1/2 E. 3.38 chains to an iron pin N.M. in said road and in line of the Johnson land; thence leaving said road N. 50 E. 7.53 chains to a Spanish Oak tree x3; thence N. 69 E. 15.90 chains to a sweet gum tree; thence N. 27 W. 1.82 chains to stone; thence N. 60 E. 3.24 chains to a stone o.m.; thence N. 8 1/2 W. 9.33 chains to stone o.m.; thence S. 88 W. 10.81 chains to stone o.m.; thence S. 72 1/2 W. 13.40 chains to point of beginning. The plat above referred to is of record in the RMC Office for Greenville County in Plat Book L, page 117.

This is the same property conveyed to the mortgagor by deed of Edgar Jones, Haskell M. Jones, Paul B. Jones, Alma W. Capps, Ernest Jones, James C. Jones, David L. Jones, Montez Jones Robinson and Whitt Jones recorded in the RMC Office for Greenville County in Deed Book 1141 at page 281 on January 21, 1981, and by deed of Charles R. Jones recorded in said RMC Office in Deed Book 1141 at page 279 on January 21, 1981.

The mortgagee's address is: Route 2, Box 3, Ellen Street, Marietta, SC 29661

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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 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 is 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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