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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 21 4 16 PM '77
DONNIE S. TANKERSLEY
R.H.C.

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

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

hereinafter referred to as Mortgagee) is well and truly indebted unto First Citizens Bank & Trust Company of South Carolina

(hereinafter referred to as Mortgage) as evidenced by the Mortgagee'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 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

Mr. Nolan
Donnie S. Tankersley
7781

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GREENVILLE CO. S. C.
APR 13 1 06 PM '77
DONNIE S. TANKERSLEY
R.H.C.

DOCUMENTARY
STAMP
TAX
\$ 4.80

APR 13 1977

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
SATISFIED AND PAID IN FULL THIS
DAY OF APRIL 19 1977
BY: ROSA SCOTT
WITNESS: ROSA SCOTT

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 leases, plantings, and fixtures fixtures now or hereafter attached, connected, or fixed 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

1328-RV-2