

MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,  
GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEC 1 1 26 PM '77  
ANNIE S. TANKERSLEY  
S.C.C.

BOOK 1417 PAGE 370  
BOOK 59 PAGE 104

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. Malone

(hereinafter referred to as Mortgagee) is well and truly indebted unto Southern Bank and Trust Company

(hereinafter referred to as Mortgagee) 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 Ninety-nine and 96/100

Dollars (\$12,099.96 ) due and payable

the said; thence following the center of said road, S. 44-25 W. 96.7 feet to the beginning corner.

This is the same property as that conveyed to the Mortgagee herein by deed of Ellen M. Smith, by her lawful Attorney in fact, James E. Malone and Kenneth R. Mosteller dated August 16, 1977, and recorded in the R.M.C. Office for Greenville County in Deed Book 1062 at Page 868.

The mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, South Carolina 29690.

CL10 --- 30 77 625

RECORDED  
DEC 1 1 26 PM '77  
ANNIE S. TANKERSLEY  
S.C.C.

Cancelled  
Dennis S. Tankersley  
S.C.C.

723

JUL 10 1978

Witness: Pat Hawkins

Witness: Thomas E. Riddle

Satisfied and paid in full on June 13, 1978

J. David Nelson, Jr.  
J. David Nelson, Jr., Vice Pres  
Southern Bank & Trust

FILED  
GREENVILLE CO. S. C.  
JUL 10 1978  
ANNIE S. TANKERSLEY  
S.C.C.

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 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.

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