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BOOK 1505 PAGE 208

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

WERSLEY
M.C.

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

WHEREAS, I, JAMES E. MALONE

(hereinafter referred to as Mortgagor) is well and truly indebted unto SAM T. PIPER and RODNEY M. PIPER, Executors of the Estate of MAMIE H. PIPER, DECEASED po Box 8450, Greenville, SC 29604

(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

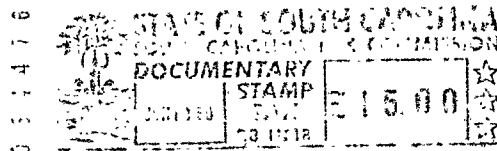
Thirty Seven Thousand Five Hundred and no/100ths Dollars (\$ 37,500.00) due and payable

with interest thereon from in accordance with the terms of said note at the rate of 8% per centum per annum, to be paid: Final payment of principal and interest to be made June 6, 1983. No penalty for prepayment.

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



ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the western side of North Main Street and having, according to a survey prepared by Jones Engineering Service, dated May 15, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of North Main Street, which iron pin is located in a Northerly direction 335.3 feet from the intersection of Park Avenue and North Main Street, at the joint front corner of the property herein described and property now or formerly of Goldsmith and running thence with the common line of said properties, N. 77-21 W. 184.6 feet to an iron pin; thence N. 4-01 E. 91.7 feet to an iron pin; thence N. 17-01 E. 20.4 feet to an iron pin at the joint rear corner of property herein described and property now or formerly of Goldsmith; thence with the common line of said properties, S. 71-35 E. 208.3 feet to an iron pin on the western side of North Main Street; thence with the western side of said Street, S. 19-16 W. 90.6 feet to the point of beginning.

This is the same property conveyed to Mamie H. Piper (a/k/a Mrs. M. H. Piper) by deed of J. A. Piper dated 12/23/36, recorded 1/1/37 in the R.M.C. Office for Greenville County in Deed Book 191, at Page 109, and by deed of Ernest C. Goddard dated 1/2/29, recorded 1/4/29 in said Office in Deed Book 107, at Page 60.

The said Mamie H. Piper died testate on October 26, 1972, and the within deed is given by the undersigned as the duly qualified and acting co-executors of her estate pursuant to the authority granted to them under her will, all of which appears in the records of the Probate Court for Greenville County in Apartment 1253, File 20.

This conveyance is made subject to governmental, zoning, building and occupancy statutes, ordinances and regulations, rights of way and easements for local utility

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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 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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