

MORTGAGE OF REAL ESTATE - SMITH & BARBARE, Attorneys

GREENVILLE CO. S. C.

1891 812

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BOYD C. LISTER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto BARBARA S. UPTON

(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 Seven Thousand Dollars and 00/100

Dollars (\$7,000.00) due and payable

in full within six (6) months from the date hereof. Said principal shall bear 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, 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, State of South Carolina, in Oneal Township, about two and one-half miles north of Greer on the northeast side of Lee Circle, and being shown and designated as LOTS NOS. 44, 45, 46, and 47, SECTION TWO, of HOLLIDAY HILL SUBDIVISION, on a plat of the Property of Agnes M. Holliday Estate, dated May 4, 1966, by John A. Simmons, R.L.S., and recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 199, said lots having such metes and bounds as shown thereon.

THIS BEING the identical premises heretofore conveyed to the Grantor herein by deed of Norden W. Davis dated June 26, 1973 and recorded in said R.M.C. Office in Deed Book 981 at Page 575, as to LOT NOS. 44 and 45, and by deed of Mamie H. Brown dated June 18, 1973 and recorded in said R.M.C. Office in Deed Book 981 at Page 573, as to LOT NO. 46, and by deed of Mabel H. McMillan dated June 18, 1973 and recorded in said R.M.C. Office in Deed Book 981 at Page 573, as to LOT NO. 47.

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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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