

LEATHERWOOD, WALKER, TODD & MANN
Mortgagee's Address: Rt. 2, Taylors, S. C. 29687
MORTGAGE OF REAL ESTATE—Office of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

1429-008

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

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

MAR 25 12 41 PM '78
DONNIE S. TANNERSLEY
R.M.C.

WHEREAS, CARLTON R. OWENS AND ELIZABETH S. OWENS

hereinafter referred to as Mortgagor is well and truly indebted unto **BOYD LISTER**

(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

Ten Thousand and 00/100-----Dollars (\$ **10,000.00**) due and payable

six months from date

no
with interest thereon from _____ at the rate of _____ per centum per annum, to be paid

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**, and lying and being on the northern side of South Carolina Highway No. 414, and being shown as a 5.56 acre tract of land according to a plat entitled "Property of Eula Johnson Stone" dated June 4, 1976, by W. R. Williams, Jr., said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 5-T at Page 35, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S. C. Highway No. 414, and running thence N. 28-42 W. 46.9 feet to an iron pin in the line of property now or formerly of Holcombe; thence with the line of property now or formerly of Holcombe, N. 38-00 W. 475 feet to an old iron pin in the line of property now or formerly of Johnson; thence with the line of property now or formerly of Johnson, N. 61-57 E. 511.6 feet to an old iron pin in the line of property now or formerly of Cox; thence with the line of property now or formerly of Cox, S. 34-01 E. 432 feet to an iron pin in S. C. Highway No. 414; thence S. 34-01 E. 35 feet to a nail and cap in the center of S. C. Highway No. 414; thence with the center of S. C. Highway No. 414, S. 55-59 W. 480.1 feet to a nail and cap, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Eula Johnson Stone, said deed being dated June 7, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1037 at Page 582.

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S. E. CCI

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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