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GREENVILLE CO. S.C.
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MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1438 PAGE 408

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ULYSSES J. THOMPSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES Q. and LINDA ANN 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
Two Thousand, Five Hundred Eighty-four and 77/100----------Dollars ($2,584.77) due and payable in consecutive weekly installments of Thirteen and 92/100 Dollars ($13.92) for 208 weeks, beginning July 20, 1978, and twenty (20) consecutive monthly installments of Twenty-five and No/100 Dollars ($25.00) payable on the last day of each month beginning July 31, 1978, and a final monthly installment of Twenty-two and 27/100 Dollars ($22.27) due the last day of the twenty-first month. Interest is payable as per the terms of the two (2) notes executed July 15, 1978.

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:

His undivided one-half (½) interest in and to

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 being known and designated as Lot 74 of Adams Mill Estates according to a plat by Dalton & Neves Company, dated June, 1972, and recorded in the R.M.C. Office for Greenville County in Plat Book 4R at Page 31. Said conveyance is subject to all easements, rights-of-way or restrictions of record.

This mortgage constitutes a second mortgage on this piece of property, and is junior to that certain mortgage to Sharonview Federal Credit Union dated and recorded July 10, 1978, in Mortgage Book 1437 at Page 667, in the R.M.C. Office for Greenville County, South Carolina.

This is the same property conveyed to the Mortgagor herein by deed of Charles Q. and Linda Ann Lister dated and recorded simultaneously herewith in the R.M.C. Office for Greenville County, South Carolina.

GCTC --- 1 JL 17 78 676

DOCUMENTARY STAMP TAX 01.04

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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GREENVILLE OFFICE SUPPLY CO. INC.