

MORTGAGE OF REAL ESTATE -

BOOK 1489 PAGE 380

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE CO. S. C.
FILED
NOV 26 3 58 PM '79
DONALD S. TANKERSLEY
R.M.C.

WHEREAS, Winfred Lister and Ruth W. Lister

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fred W. Lister and Nancy S. 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

Thirty Two Thousand Five Hundred and no/100----- Dollars (\$ 32,500.00) due and payable in 300 consecutive monthly installments of \$250.85 each for principal and interest beginning on the 1st day of December, 1979 and on the 1st day of each month thereafter until paid in full, except that if not paid sooner, the final installment of principal and interest shall be due and payable November 1, 2004.

with interest thereon from date at the rate of 8% per centum per annum, to be paid: as stated above

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:

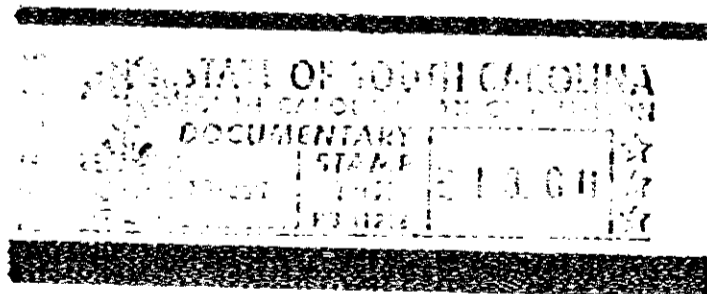
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the North side of Packs Mountain Road, and being a portion of that 6.69 acre tract shown on plat of property of W. P. Wood and T. P. Wood dated November 15, 1979. According to said plat, the property hereby mortgaged is described as follows, to-wit:

BEGINNING at a point in the center of Packs Mountain Road and running thence N 54-17 W. 85.2 feet to the point; thence N 66-34 W. 111.4 feet to a point; thence N 20-25 East 474.1 feet to an old iron pin; thence South 69-35 East 194.5 feet to a point and from thence a straight line in a Southwesterly direction to the point of BEGINNING; containing 2 acres more or less.

DERIVATION: See deed of W. P. Wood and T. P. Wood to Winfred Lister, recorded in the R. M. C. Office for Greenville County on April 3, 1978 in vol 1076 at page 373.

This property is subject to any restrictions, easements, and rights-of-way that may appear of record and/or on the recorded plat and/or on the premises.

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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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