

MORTGAGE OF REAL ESTATE -

FILED
GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

MAR 20 2 46 PM '81
DONNIE S. LANNERSLEY
R.M.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM J. ANDERS

(hereinafter referred to as Mortgagor) is well and truly indebted unto BOYD C. 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 -----
---NINE THOUSAND AND NO/100----- Dollars (\$9,000.00-----) due and payable

in 60 monthly installments for principal and interest of \$191.23 each beginning February 1, 1981, which if not paid sooner, the final payment shall be due January 1, 1986.

with interest thereon from February 1, 1981 the rate of 10% 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, and being known and designated as Lot 22, on Plat of Colony Subdivision made by Lindsey and Associates, dated November 16, 1979, and recorded in Plat Book 7C at Page 87. Said Plat specifically referred to for a more complete property description.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat or on the premises.

DERIVATION: See Deed from M.L. Lanford dated September 21, 1978 and recorded in Deed Book 1090, Page 9. Also see Deed from Boyd C. Lister dated March 13, 1981 to be recorded herewith.

NO TITLE SEARCH.

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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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