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MORTGAGE OF REAL ESTATE - Prepared by EDWARDS, DUGGAN AND REESE, P. A.  
STATE OF SOUTH CAROLINA GREENVILLE, S. C. - Greer, S. C. PURCHASE MONEY MORTGAGE  
COUNTY OF GREENVILLE GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

AUG 1 4 51 PM '79  
DONN S. TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES LARRY MILLER and LINDA LEE T. MILLER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
BOYD C. LISTER and SYBIL L. 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

TWENTY FIVE THOUSAND AND NO/100ths Dollars (\$25,000.00) due and payable  
without interest, in two installments as follows: \$10,000.00 on or before  
October 10, 1979; AND \$15,000.00 on or before November 10, 1979,

with interest thereon from date at the rate of n/a per centum per annum, to be paid: as aforesaid,

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, in Oneal Township, containing four acres and being designated as the tract of "Earl Bailey" on a plat entitled, "Property of Earl Bailey-Stanley E. Jaxcoviez, prepared by Tri-State Surveyors, dated September 8, 1972 and recorded in Plat Book 4-0 at page 315 in the RMC Office for Greenville County and having such metes and bounds as appear by reference to said plat. The subject property fronts on the westerly side of Meece Bridge Road, a total distance of 310 feet.

THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagees to be recorded of even date herewith and this mortgage is given to secure a portion of the purchase price of the subject property.

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STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY TAX COMMISSION  
DOCUMENTARY  
STAMP  
\$ 10.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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