LAW OFFICES OF

LATHAN FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

30 S. C.

BOOK 1503 PAGE 23

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS.

David L. McCauley and Sylvia L. McCauley

(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

according to the terms thereof, said note being incorporated herein by reference

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 Mortgagoe 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 Mortgagee at 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, known and designated as Lot 26 as shown on plat of Colony Subdivision made by Lindsey & Associates dated May, 1979 recorded in the RMC Office for Greenville County in Plat Book 7-C at page 87, reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagors by deed of Boyd C. Lister dated May 9, 1980 and recorded in the RMC Office for Greenville County in Deed Book //25 at page /38.

This is a second mortgage, junior in lien to that certain mortgage given by David L. McCauley and Sylvia L. McCauley to Blue Ridge Production Credit Association on May 9, 1980 and being recorded in the RMC Office for Greenville County in Mortgage Book <u>/503</u> at page <u>2/</u>.

The mortgagee's address is: Route 1, Taylors, SC 29687

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