

MORTGAGE OF REAL ESTATE BY A CORPORATION - Office of P. Bradley Morrah, Jr., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

GR: FILED  
7 58 PM '82  
H.C. HARRISLEY

PARTNERSHIP  
MORTGAGE OF REAL ESTATE BY A CORPORATION  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

Lister

WHEREAS, Jerry Lister and Steve Realty, a Partnership

~~XXXXXXX~~ chartered under the laws of the State of South Carolina  
(hereinafter referred to as Mortgagor) is well and truly indebted unto C. S. Farley Smith

(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 THOUSAND and NO/ONE HUNDREDTHS-----

----- Dollars (\$ 20,000.00 ) due and payable

in Eighty Four (84) equal payments of \$332.20, the first such payment due and owing April 4, 1982, and thereafter on the 4th day of each successive month until paid in full. Payments applied first to interest, balance to principal.

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid:

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:

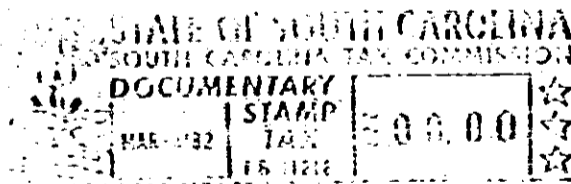
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville.

ALL of those certain pieces, parcels or lots of land situate, lying and being in the County and State aforesaid on the northwest side of the old Greenville-Greer Highway (Rutherford Road) on the northeast of Creek Road now known as Piedmont Park Road and being all of Lots 9 and 22 on a plat of properties of P. L. Bruce et. al., dated February, 1939, prepared by A. C. Moon, which plat is recorded in Plat Book J at page 54 in the R.M.C. Office for Greenville County, South Carolina, reference to which is craved.

ALSO all that certain lot of said Rutherford Road, County and State aforesaid being shown as the western portion of Lot 10 on the aforesaid plat of properties of P. L. Bruce, et. al., recorded in Plat Book J at page 54, and being further described as follows:

BEGINNING at an iron pin on the northwest side of Rutherford Road and running thence with a line of Lot 9 approximately N 23-07 W, 200 feet, more or less, to an iron pin in Lot 22; thence approximately N 59-15 E, 30 feet to an iron pin in the center of rear line of Lot 10; thence through Lot 10 approximately S 23-07 E, 200 feet, more or less, to a point on the right-of-way line of Rutherford Road; thence with said Rutherford Road S 59-15 W, 30 feet to the point of beginning.

Being the identical property conveyed unto the Mortgagors by Deed of C. S. Farley Smith to be recorded herewith.



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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 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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