

title not exam by BTH  
STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

APR 29 8 55 AM '83

DONNIE S. TANNENSLY

WHEREAS, We, Dale Lister Howell and George Alvin Howell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Larry 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 --Forty Two Thousand and NO/100---

Dollars (\$ 42,000.00 ) due and payable

in monthly installments of \$381.66 each, first payment due and payable May 1, 1983, and to continue on the same day of each and every month thereafter until paid in full; entire balance of principal and interest, if not sooner paid, due 25 years after date,

with interest thereon from date at the rate of -ten- per centum per annum, to be paid as set forth in said note,

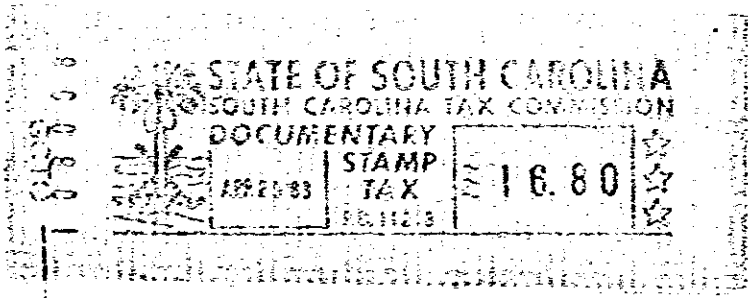
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 the City of Greer, Chick Springs Township, known and designated as LOT NO. 59 of the property of Geanie Caldwell according to survey and plat thereof by H. L. Dunahoo, Surveyor, dated Oct. 24, 1949, and recorded in the RMC Office for Greenville County in Plat Book "X" at Page 1, and being particularly designated as the property of Pierre R. and Gilberte Neves, according to survey and plat thereof by H. S. Brockman, R. S., dated Feb. 25, 1954, and having a frontage of 122.2 feet on Caldwell Street, a depth of 196 feet on the north side, a rear line of 139.1 feet on the east side and a depth of 136.2 feet on the south side.

This mortgage is subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to mortgagor by mortgagee by deed 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 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.

4-29-83