

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

REPUBLIC U.S.C.

4. 13 4 1988

Vol 1038 4888

JOHN S. AUSTIN, JR. & DEBRA B. AUSTIN  
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

MORTGAGE OF REAL ESTATE

WHEREAS, John S. Austin, Jr. and Debra B. Austin

(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 Ten thousand and 00/100 (\$10,000.00)

Dollars (\$ 10,000.00 ) due and payable

according to terms in Promissory Note executed herewith

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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 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 21, 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.

DERIVATION: See Deed from Boyd C. Lister dated November 23, 1983 and recorded on even date herewith.

*mortgage - Rt 1 Taylor, S.C. 29687*

RECORDED  
INDEXED  
MAY 10 1988  
GREENVILLE, S.C.  
COUNTY CLERK'S OFFICE

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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