LAW OFFICES OF EATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTCAGE OF REAL ESTATE

5. C. U 105 ecc 1577 au 696

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS,

Marion D. Baker and Lisa D. Baker

(hereinaster 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 Four Thousand Five Hundred and No/100-----

----Dollars (\$ 4,500.00 ) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference.

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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, 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.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northeastern side of Brown Drive and being known and designated as Lot No. 11 on plat entitled "Rolling Hills Subdivision", prepared by Lindsey & Associates, Inc., dated July 6, 1981 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Brown Drive, joint front corner of Lots 10 and 11 and running thence N.29-08 E. 281.4 feet to an iron pin; thence turning and running S.63-00 E. 133.5 feet to an iron pin at the joint rear corner of Lots 11 and 12; thence turning and running N.31-29 E. 290.8 feet to an iron pin on the northeastern side of Brown Drive; thence running along the northeastern side of Brown Drive, N.58-31 W. 80.8 feet to an iron pin; thence continuing along the curve of Brown Drive, the chord of which is N.59-42 W. 41.5 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Boyd C. Lister and Sybil L. Lister recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is Route 1, Taylors, S. C. 29687.

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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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.