MORTGAGE OF REAL ESTATE .

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Gary D. Johnson and Marcia M. Johnson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Annette G. Lister

June 1, 1989

with interest thereon from July 2, 1982 at the rate of

12%

per centum per annum, to be paid:

monthly

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, Saluda Township, on State Highway NO. 11, and being shown more fully on a plat prepared by Webb Surveying and Mapping Co., dated June, 1982 and having, according to said plat, the following metes and bounds: See Plat Book 9-C, Page 44

BEGINNING at an iron pin on the edge of the power line right-of-way and running thence along the line of the said right-of-way S. 0-11 W. 735.58 feet to an iron pin; thence N. 27-54 W. 809.28 feet to an iron pin at the edge of the right-of-way of South Carolina Highway 11; thence along the edge of the right-of-way approximately N. 78-07 E. 20.89 feet to an iron pin; thence N. 82-26 E. 145.10 feet to an iron pin; thence N. 88-52 E. 145.12 feet to an iron pin; thence S. 85-31 E. 72.35 feet to an iron pin at the point of beginning.

THIS conveyance is made subject to all restrictions, set-back lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or or record. The edge of the right-of-way has been assumed as shown on the plat prepared by Webb Surveying and Mapping Co. referred to above.

THIS being the same property conveyed to the granter herein by deed of C. L. Lister, by his attorney-in-fact, dated January 24, 1979, and recorded January 24, 1979 in the Greenville County RNC Office in Deed Book 1095, page 913. See also: Deed Book 1169, Page 715

DOCUMENTARY TO LEAST THE PROPERTY OF THE PROPE

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 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 heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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