

ATTORNEY
FILED *R.M.C.*

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C.

BOOK 1281 PAGE 882

JUN 10 10 25 AM '73

STATE OF SOUTH CAROLINA
~~COUNTY OF GREENVILLE~~
COUNTY OF GREENVILLE

H. S. TANKERSLEY
R.M.C.

To all whom these presents may concern I, Doyle R. Butler

SEND GREETINGS:

WHEREAS, I, the said Doyle R. Butler, am

well and truly indebted to Boyd C. Lister and Sybil L. Lister in the

full and just sum of Thirty-eight Hundred Sixty-three & 18/100--- (\$ 3,863.18)
DOLLARS as is evidenced by my certain promissory note in writing of even date herewith, said note provides for payment of the principal sum of \$ 3,863.18, with interest from June 8th, 1973, at the rate of eight (8%) per cent. per annum on the unpaid balance until paid; the said note further provides that the said principal and interest shall be payable in monthly installments of Forty-seven and 11/100 (\$ 47.11) Dollars, commencing on the 1st day of July, 1973, and continuing on the 1st day of each and every month thereafter until the principal and interest are fully paid; the said note further provides that said monthly payments shall be applied first to the payment of interest, computed monthly, on the unpaid balance and then to the payment of principal; the said note further provides that if default be made in the payment of any installment under said note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of said note; said note further provides that failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default; said note further provides that in the event of default in the payment of said note, and if it is placed in the hands of an attorney at law for collection, the undersigned agree (s) to pay ten per cent. attorney's fees, reference being thereto had, will more fully appear.

NOW KNOW ALL MEN, that I the said Doyle R. Butler

in consideration of the said debt and sum

of money aforesaid, and for the better securing the payment thereof to the said Boyd C. Lister and

Sybil L. Lister according to the terms of the said note

and also in consideration of the further sum of Three

Dollars, to me, the said Doyle R. Butler

in hand well and truly paid by the said

Boyd C. Lister and Sybil L. Lister

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold and released, and by these presents DO grant, bargain, sell and release unto the said Boyd C. Lister and Sybil L. Lister,

All that piece, parcel or lot of land lying, being and situate on the North side of Milford Drive, near Milford Baptist Church, in Oneal Township, County and State aforesaid, and being known and designated as Lot No. Five (5) of the W. Dennis Smith property as shown on plat prepared by H. S. Brockman and John A. Simmons, Registered Surveyors, dated Aug. 15, 1959 and which plat has been recorded in the R. M. C. Office for said County in Plat Book TT, page 17. This being the same property which was conveyed to mortgagees herein by William Andrew Spearman and Brenda Faye G. Spearman by deed recorded in the said office in Deed Book 964, page 259. And being the same property which was conveyed to mortgagor herein by mortgagees herein by deed which will be recorded forthwith in the said office. For a more particular description see the aforesaid plat.

This is a second mortgage over the above described property. Woodruff Federal Savings and Loan Association holds the first mortgage which was given to it by William Andrew Spearman and Brenda Faye G. Spearman in the original sum of \$2,950.00 and which mortgage has been