

STATE OF SOUTH CAROLINA, 12 2 56 PM '77

1400-882

COUNTY OF GREENVILLE, HONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William J. Butler

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina

(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 Seven Thousand Seven Hundred Forty-Three and 60/100 Dollars \$7,743.60 due and payable

in thirty-six (36) consecutive monthly installments of Two Hundred Fifteen and 10/100 (\$215.10) Dollars each, the first installment being due September 26, 1977

(14%) annual percentage rate

with interest thereon from date at the rate of Fourteen ~~percent~~ to be paid:

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 piece, parcel or lot of land situate, lying and being on the southern side of Fifth Street in the County of Greenville, State of South Carolina and known and designated as Lot No. 100 of a subdivision known as Judson Mills Village, Section 6, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book K at Page 106 and having, according to said plat, the following metes and bounds, to-wit:

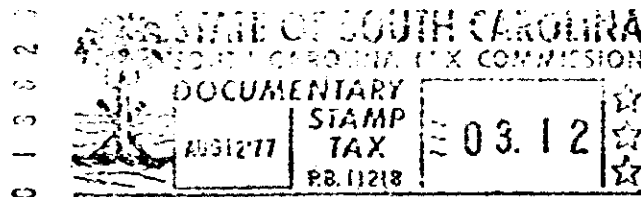
BEGINNING at an iron pin on the southern side of Fifth Street at the joint corner of Lots Nos. 100 and 101 and running thence with the line of Lot 101, S. 1-40 E., 140.2 feet to an iron pin; thence S. 88-20 W., 70 feet to an iron pin at the corner of Lot 99; thence with the line of Lot 99, N. 1-40 W., 140 feet to an iron pin on Fifth Street; thence with the southern side of Fifth Street N. 88-11 E., 70 feet to the beginning corner.

THIS is the same property conveyed to William J. Butler by deed of Odena W. Shanley recorded in the R.M.C. Office for Greenville County on November 18, 1976 in Deed Book 1046 at Page 431.

THIS conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the ground affecting the above described property.

That the within note and mortgage is not assumable without the bank's written consent.

That the borrower expressly waive the right to State Statute No. 45-88 through 45-96 - more specifically, waive the right to an appraisal and agree that personal liability will exist for the full difference between the amount realized from judicial sale and the amount of the debt.



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.

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