

Nath St., Greenville S.C.

REG: 1490 905

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }  
DEC 11 4 01 PM '79

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

WHEREAS, DONNIE S. TANNERSLEY  
ODELL BUTLER M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 Fourteen Thousand Four Hundred Seventy Eight and 60/100-----

Dollars (\$14,478.60 ) due and payable

in accordance with terms of note of even date herewith

including  
with interest thereon from date at the rate of 12.40 a.p.r. 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, shown as having 1.00 acres on a plat of the Property of Odell Butler made by C. O. Riddle, January 20, 1959, and being also known as a portion of Lots 23 and 24 as shown on plat of Happy Valley Farms recorded in the R.M.C. Office for Greenville County in Plat Book O, Page 103, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Webb Road at the corner of the remainder of Lot 23 and running thence with the northwestern side of Webb Road S. 68-08 W., 143.4 feet to a pin; thence S. 60-25 W., 39.2 feet to a pin at the corner of the remainder of Lot 24; thence along the remainder of Lot 24 (Austin Allen) N. 56-30 W., 236.9 feet to a pin in the line of Lot 10; thence along the line of Lots 10 and 11 N. 33-30 E., 153 feet to a pin at the corner of the remainder of Lot 23; thence along the remainder of Lot 23 S. 56-30 E., 336.5 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Samatha Mae Butler recorded in the R.M.C. Office for Greenville County in Deed Book 1019, Page 86, on May 30, 1975.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
205.80

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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