

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S. C.
24 PM '80
BENTLEY

MORTGAGE OF REAL ESTATE

Unit 1-K, Town Park
E. North Street
Greenville, S.C. 29615

TO ALL WHOM THESE PRESENTS MAY CONCERN: REC. 1592 PAGE 813

WHEREAS, H. L. BUTLER and RUTH H. BUTLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FIRST CITIZENS BANK AND 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

FIVE THOUSAND SEVEN HUNDRED FIFTY & 16/100 Dollars \$5,750.16 due and payable in twenty four (24) equal monthly installments of Two Hundred Thirty Nine and 59/100 -- (\$239.59) each, commencing one month from date hereof

with interest thereon from date at the rate of fifteen (15%) 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, being known and designated as Unit 1-K in Town Park of Greenville, South Carolina, Horizontal Property Regime as is more fully described in Master Deed dated June 5, 1970, and recorded in the RMC Office for Greenville County, South Carolina on June 5, 1970, in Deed Book 891 at Page 243 as amended by Amendment to Master Deed dated May 21, 1971, and recorded in the RMC Office for Greenville County, South Carolina on July 15, 1971 in Deed Book 920 at Page 305, and as further amended by Second Amendment to Master Deed dated October 31, 1973, and recorded in the RMC Office for Greenville County, South Carolina on November 1, 1973, in Deed Book 987 at Page 349, and as further amended by Second Amendment to Master Deed Dated December 4, 1973, and recorded in the RMC Office for Greenville County, South Carolina on December 4, 1973, in Deed Book 989 at Page 795 and survey and plot plans recorded in Plat Book 4G at Pages 173, 175, and 177 as amended by survey and plot plans recorded in Plat Book 5D at Pages 9 and 10.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on recorded plats or on the premises.

This being the identical property conveyed to the Mortgagors by deed of Luis F. Moreno to be recorded on even date herewith.

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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 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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