

PREPARED BY: McINTOSH, THRELKELD, GLENN & SHERARD ATTORNEYS AT LAW ANDERSON, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1503 PAGE 149

MORTGAGE

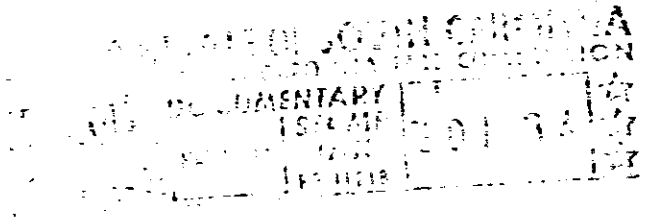
THIS MORTGAGE is made this 12th day of May 19 80 between the Mortgagor, F. Wayne Butler and Kay E. Butler, of the County of Greenville, State of South Carolina, (herein "Borrower"), and the Mortgagee, Perpetual Building and Loan Association, a corporation organized and existing under the laws of the State of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$4,552.62 Dollars, together with finance charges of \$1,918.98, for a total repayment of \$6,471.60 dollars, which indebtedness is evidenced by Borrower's note dated May 12, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on May 1, 1985.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, shown as Lot No. Fifteen (15) on plat of Green Pastures, recorded in Plat Book III, at Page 133, and having such courses and distances as will appear by reference to said plat; and being the same lot of land conveyed unto F. Wayne Butler and Kay E. Butler by deed of Perry A. Burns, Cecile M. Burns and Belinda Rousey, dated April 23, 1975, and recorded April 23, 1975, in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 1017, at Page 198.

This is a second mortgage on the above described lot of land, the first mortgage thereon having been heretofore given by F. Wayne Butler and Kay E. Butler unto Collateral Investment Company, of record in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 1337, at Page 586.



which has the address of 5 Stacey Drive Greenville
(Street) (City)
South Carolina 29611 (herein "Property Address");
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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