

MORTGAGE OF REAL ESTATE

OFFICE OF THE REGISTER OF DEEDS
SOUTH CAROLINA

BOOK 1544 PAGE 188

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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DEED BOOK 1544 PAGE 188
JAMES D. BUTLER
DEBBIE R. BUTLER

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

WHEREAS, James D. Butler and Debbie R. Butler

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

(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 Twenty-Seven Thousand Dollars and NO/100

Dollars (\$ 27,000.00) due and payable in One Hundred Twenty (120) equal installments of Two Hundred Twenty-five Dollars and NO/100 (\$225.00) per month. The first payment is due July 18, 1981, and the remaining payments are due on the 18th day of the remaining months.

with interest thereon from 6-18-81 at the rate of 18.00 per centum per annum, to be paid: in 120 equal installments of \$225.00 per month, the first payment is due 7-18-81 and the remaining payments are due on the 18th of the remaining months.

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, the Mortgagee's heirs, 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

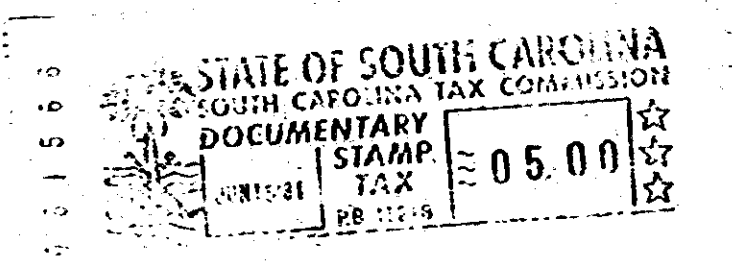
ALL that lot of land in the County of Greenville, State of South Carolina, shown as part of Lot 4 on plat of W. R. and Essie L. Lewis recorded in the R.M.C. Office for Greenville County in Plat Book FF, Page 410, and having according to a more recent survey entitled "Thomas J. Hicks and Gloria L. Hicks" recorded in Plat Book 4-H, Page 185, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Yon Road at the corner of Lot 3, which iron pin is situate 581.4 feet northwest of the intersection of Easley Bridge Road, and running thence S. 46-10 W. 147.2 feet to an iron pin; thence N 12-45 W. 207.9 feet to an iron pin on the southwestern side of Yown Road; thence with said Road, S 56-00 E. 56.7 feet to the point of beginning.

THIS conveyance is made subject to all covenants, restrictions reservations easements, conditions and rights appearing of record.

THIS being the sme property conveyed to the Grantee, James Dean Butler and Deborah R. Butler, by the Grantor, Kenneth D. Crisp, by deed dated 5-18-78, and Recorded 5-19-78, in Deed Book 1079, at page 509, in the R.M.C. Office for Greenville County South Carolina.

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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 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 is 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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