

GREENVILLE CO. S. C.
NOV 16 3 08 PM '82
M. H. C. STANKERSLEY

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. L. BUTLER and RUTH H. (Jenette) BUTLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMERCIAL MORTGAGE 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 TWENTY THOUSAND and no/100

On or before December 12, 1982.

RECEIVED
STATE OF SOUTH CAROLINA
REVENUE TAX COMMISSION
STAMP 20.00

with interest thereon from date at the rate of Three per centum per annum, to be paid in advance of due date

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 Lot No. 4 and a portion of Lots Nos. 6, 7 and 8 on Plat of White Horse Heights, said plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book BB at Page 135, and more particularly described in plat prepared by Carolina Surveying Company for M.E. Durham on May 3, 1977, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southerly side of Range View Drive, joint front corner of Lots 4 and 5, and running thence S. 30-53 E., 165.4 feet to a pin, joint rear corner of Lots 5 and 6; thence N. 51-30 E., 57 feet to a pin; thence through a portion of Lot 6, S. 3-32 E., 111.8 feet to a pin, joint rear corner of Lots 6 and 7; thence N. 61-10 E., 11.3 feet to a pin; thence S. 25-02 E., 82.5 feet through a portion of Lot 7 to a pin on the joint line of Lots 7 and 8; thence running S. 29-08 E., 95.2 feet through a portion of Lot 8 to a pin; thence S. 76-22 W., 114.8 feet to a pin on the joint rear corner of Lots 4 and 3; thence running with joint line of said lots, N. 44-37 W., 259.4 feet to an iron pin on 10 foot storm drain easement; running thence with said easement N. 62-17 W., 80 feet to an iron pin on Range View Drive; thence with said Drive the following courses and distances: N. 14-21 E., 28.7 feet to a pin; N. 7-23 E., 49 feet to a pin; N. 21-10 E., 37.9 feet to a pin; N. 47-30 E., 35 feet to a pin; N. 60-0 E., 90.8 feet to a pin, the point of beginning.

ALSO: 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 Lot No. 3 on Plat of White Horse Heights, said plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book BB at Page 135, and more particularly described in plat prepared by Carolina Surveying Company, for M.E. Durham on May 3, 1977, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 3 and 4 on the southerly side of Range View Drive, and running thence with the common line of said lots on a 10 foot storm drain easement S. 62-17 E., 80 feet to an iron pin; thence continuing with said lots S. 44-37 E., 259.4 feet to the rear corner of said lots; thence turning and running along the rear line of Lot No. 3, S. 76-22 W., 246.7 feet to an iron pin at joint rear corner of Lots Nos. 1 and 3; thence with line of said lots, N. 19-20 W., 100 feet to an iron pin at rear corner of Lot No. 2; thence with line of Lot No. 2 N. 19-20 W., 115.9 feet to an iron pin on Range View Drive; thence with said Drive N. 45-31 E., 50 feet to an iron pin; thence continuing with said Drive N. 27-43 E., 40 feet to an iron pin, the point of beginning.

FOR DERIVATION OF BOTH PLATS SEE SECOND PAGE, THIS MORTGAGE.

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.

This being a second mortgage being junior in lien to that certain mortgage held by Family Federal Savings and Loan Assn, dated May 6, 1977 in the original amount of \$48,000.

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