

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Albert B. Butto and Patricia A. Butto

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

(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-----
-----Dollars (\$ 20,000.00) due and payable

as per terms of note of even date

with interest thereon from date at the rate of 10% 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:

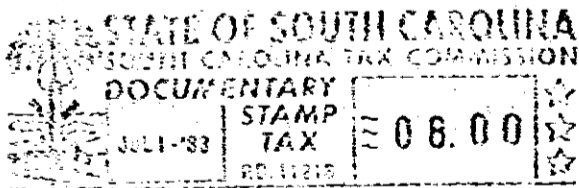
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 190 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof being recorded in the R.M.C. Office for Greenville County in Plat Book 5-D at Page 39, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Applejack Lane at the joint front corner of Lots 189 and 190 and running thence N. 51-13 E. 126.58 feet to an iron pin, joint rear corner of said Lots; running thence along the rear of Lot 190 S. 38-10 E., 120.02 feet to an iron pin, joint rear corner of Lots 191 and 190; running thence S. 51-00 W., 142.4 feet to an iron pin, joint front corner of said Lots on Applejack Lane; running thence with said Lane N. 39-00 W., 102.74 feet to an iron pin; thence still with said Lane N. 6-00 E., 25.0 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors by deed of Pebblepart Limited as recorded in the R.M.C. Office for Greenville County in Deed Book 1084 at Page 440 and dated July 31, 1978, said mortgage being recorded on August 2, 1978.

This mortgage is second and junior in priority to that certain mortgage given by the Mortgagors herein to First Federal Savings & Loan Association, Greenville, South Carolina, dated July 27, 1978, and recorded August 2, 1978, in R.E.M. Book 1440 at Page 98 in the records contained in the R.M.C. Office for Greenville County in the original amount of \$59,000.00.

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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 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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