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MORTGAGE

This form is used in connection with northages insured under the ones to four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE \$55

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James M. Butler and Gertrude D. Butler of Greenville, South Carolina , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto NCNB Mortgage South, Inc.

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Catolina.

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon in Gantt Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 123 on Plat of Augusta Acres, Property of Marsmen, Inc., said plat being recorded in the RMC Office for Greenville County, S.C. in Plat Book S, Page 201, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Meadors Avenue, at the joint front corner of lots nos. 123 and 124 and running thence along the line of lot no. 124, N. 8-16 W., 226 feet to an iron pin; thence S. 72-06 W., 101.2 feet to an iron pin; thence along the line of lot no. 122, S. 8-16 E. 208.7 feet to an iron pin on the North side of Meadors Avenue; thence along Meadors Avenue, N. 81-44 E., 100 feet to the beginning corner.

THIS is the same property conveyed to Gertrude D. Butler by deed of Walter James Werner as recorded in the RMC Office for Greenville County, S.C. in Deed Book 1094 at Page 70, on December 20, 1978; and to James M. Butler by deed of Gertrude D. Butler as recorded in Deed Book 1094 at Page 148, on December 21, 1978 in the RMC Office for Greenville County, S.C.

For a more recent survey see Plat Book 6. 4 at Page 26.
Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagce, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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