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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, JAMES BUTLER and LELA BUTLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST 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 Four Thousand Six Hundred Fifty Three and 36/100

in thirty-six (36) equal monthly installments of \$129.26 each, commencing July 8, 1977, and continuing on the 8th day of each successive month thereafter until paid in full,

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:

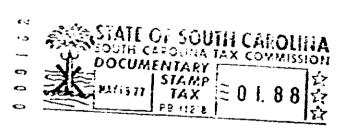
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, bying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 164, Paramount Park, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book W, Page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Crosby Circle, the joint front corner of Lots 163 and 164; running thence N. 26-00 W., 150 feet to an iron pin, the joint rear corner of Lots 163 and 164; thence N. 64-00 E., 70 feet to an iron pin, the joint rear corner of Lots 164 and 165: thence S. 26-00 E., 150 feet to an iron pin on the northwesterly side of Crosby Circle, the joint front corner of Lots 164 and 165; thence along the northwesterly side of Crosby Circle, S. 64-00 W., 70 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Junius M. Cox, dated September 1, 1971, recorded September 3, 1971, in Deed Book 924, Page 313 in the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to that certain mortgage given by the Mortgagors herein to Fidelity Federal Savings and Loan Association, in the original principal amount of \$10,800.00, dated September 1, 1971, recorded September 3, 1971, in Mortgage Book 1205, Page 403 in the RMC Office for Greenville County, S. C.



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 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 W.Z.