WHEREAS. L. P. Moreno and H. L. Butler

thereinafter referred to as Mortgagor) is well and truly indebted units. Develorp Incorporated

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date berewith, the terms of which are incorporated herein by reference, in the sum of

Eight Thousand Dollars and no/100

in four (4) payments of Two Thousand Dollars (\$2,000.00) upon the sale and closing of the first four (4) units sold and the Mortgagee hereby agrees that until the full indebtedness of Eight Thousand Dollars (\$8,000.00) is paid in full the Mortgagee will release each unit as it is win interest thereon from date at the rate of sold in consideration of the payment of Two Thousand Dollars (\$2,000.00)

Bold in consideration of the payment of Two Thousand Dollars (\$2,000.00) WHEREAS, the Merigagor may be recome indebted to the self Merigagor for such further sums as may be advanced to the fer the Merigagor's account for terms insurance premiums, public assertments, repairs, or for any other purposes:

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid liebt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances, made to or for his occount by the Mortgagor, and also in consideration of the further sum of Three Dollars. \$2.00 to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereast is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assessed.

"ALL that certain piece, parcel or let of land, with ail improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, Crunty of Greenville, being known and designated as Units Number I-K, 2-K, 3-K, 4-K, 5-K, 6-K and 7-k and 8-K in Town Park of Greenville South Carolina Horizontal Property Regime as is more fully described in Master Deed Dated June 5, 1970 in Deed Book 891 at Page 243, Deed recorded June 5, 1970 in the RMC Office for Greenville County, South Carolina as amended by Amendment to Master Deed Dated May 21, 1971 and recorded in the RMC Office for Greenville County, South Carolina on July 15, 1971 in Deed Book 920 at Page 305 and as further amended by Second Amendment to Master Deed Dated October 31, 1973 and recorded in the RMC Office for Greenville County, South Carolina on November 1, 1973 in Deed Book 987 at Page 349 and as further amended by Second Amendment to Master Deed Dated December 4, 1973 and as recorded in the RMC Office for Greenville County, South Carolina on December 4, 1973 in Deed Book 969 at Page 795 and survey and plot plans recorded in Plat Book 4G at Pages 173,175 and 177 as amended by survey and plot plans recorded in Plat Book 5D at pages 9 and 10.

These pieces, parcels or units conveyed herein are situate, lying and being the identical property conveyed to the grantor by Deed of E. W. Green and Gertrude Pitts Green as recorded May 15, 1970 in the RMC Office for Greenville County in Deed Book 890 at Page 57.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat (s) or on the premises and is further subject to the terms and conditions of the aforesaid Master Deed as amended.

This being a second mortgage and a junior in lien to that certain mortgage given to United Federal Savings and Loan of a mortgage by L. P. Moreno and H. L. Butler as recorded November $\frac{14}{1488}$, 1979 in the RMC Office for Greenville County in mortgage book Vol. $\frac{1488}{1488}$ at page $\frac{120}{120}$ and having a current balance of \$140,000.00.

Together with all and singular rights, members, herditaments, and appurtecances to the same belonging in any way incident or appertaining, and of all the rents, issues and profits which may arise or be had thereform, 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 units the Mortgagen, 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, consey 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsvever fawfully claiming the same or any part thereof.

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