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STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLE CO. S. C. WHOM THESE PRESENTS MAY CONCERN: WHEREAS, H. L. BUTLER RANGE RUTHEN. BUTLER, husband and wife,

Burn Barrell

(hereinafter referred to as Mortgagor) is well and truly indebted un to First-Citizens Bank & Trust Company,

(hereineffer referred to as Mortgagos) 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-four Thousand Five Hundred Fifty-nine 

payable in sixty (60) monthly installments of \$409.33 each, commencing one month after the date hereof at the rate of eighteen (18%) percent per annum, said interest to be part of the monthly payments. 

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 Morigagor may be indebted to the Mortgages at any time for advances made to or for his account by the Mortgagee, and also in consideration of the Eurther 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 as-

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"ALL that certain piece, parcel oxidization, 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 Unit 1-K in Town Park of Greenville, South Carolina, Horizontal Property Regime as is more fully described in Master Deed dated June 5, 1970, and recorded in the RMC Office for Greenville County, South Carolina on June 5, 1970, in Deed Book 891 at Page 243 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 Amentment to Master Deed dated December 4, 1973, and recorded in the RMC Office for Greenville County, South Carolina on December 4, 1973 in Deed Book 989 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.

This being the identical property to the Mortgagors by deed of Luis F. Moreno dated April 30, 1981 and recorded on May 9, 1980 in the Office of the RMC for Greenville County in Deed Book 1125 at Page 598.

If all or any part of the property covered by this mortgage is sold or transferred by the mortgagor without the mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the subject property is to be sold or transferred reach agreement in writing that the interest payable on the sums secured by this mortgage shall be at such rate as the mortgagee may request, and the terms of this mortgage shall be as mortgagee may request.

Together with all and singular rights, members, herditaments, and appurtugences to the same belonging in any way incident or appertaining, and of all the recits, 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 root estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assims, 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 laufully 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 whomspever fawfully claiming the same or any part thereof.

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