

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
AUG 3 1 52 PM '79
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Larry J. Clayton and Margaret B. Clayton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Beverly J. Butler

(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 ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR and 48/100

----- Dollars (\$ 1,884.48) due and payable
one year from date

with interest thereon from date at the rate of nine(9%) per centum per annum, to be paid: at maturity

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, the Mortgagee's heirs, 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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 61, as shown on a plat of the subdivision of POWDERHORN, which is recorded in the office of the R.M.C. for Greenville County, S.C. in plat book 4-X at page 95.

THIS is the same property conveyed to the mortgagors by Doris Austin by deed dated and recorded January 11, 1979 in deed volume 1095 at page 199 in the Office of the R.M.C. for Greenville County, S.C.

This mortgage is junior in lien to that certain mortgage given to Aiken-Speir, Inc.

MORTGAGEE'S ADDRESS: 1421 Laurens Road, Greenville, SC 29607

GOTO --- 1 AUG. 79 743

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
007003

Any default in the terms of a prior note or mortgage shall, at the option of the Mortgagee herein, be deemed a default of this mortgage and all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage foreclosed.

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

A.M.C.T

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