

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
10 12 AM '79
WILKINS & WILKINS

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

WHEREAS, CHARLES E. BUTLER and BEVERLY BUTLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto CITIZENS BUILDERS MART, INC.

(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 EIGHT THOUSAND EIGHT HUNDRED and 00/100-----

-----Dollars (\$ 8,800.00) due and payable
in five (5) equal annual installments of One Thousand Seven Hundred Sixty
and 00/100(\$1,760.00) beginning September 26, 1980 and ending September 26,
1984.

with interest thereon from date at the rate of nine (9%) per centum per annum, to be paid: annually,
in addition to principal.

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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Lot No. 4, as shown on plat of Hollyton, Inc. recorded in plat book 5-P at page 45 of the RMC Office for Greenville County, S.C., and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Roper Mountain Road, joint front corner of Lots 3 & 4; thence with the joint line of said lots N. 45-39 E. 170 feet to an iron pin; thence turning, S. 44-21 E. 120 feet to an iron pin, joint rear corner of Lots 4 & 5; thence with the joint line of said lots, S. 45-39 W. 170 feet to an iron pin on the northeast side of Roper Mountain Road; thence with the northeast side of said road N. 44-21 W. 120 feet to the point of beginning.

THIS is the same property conveyed to the mortgagors by Charles E. Butler Builders, Inc. by deed dated and recorded July 5, 1978 in deed volume 1082 at page 561 in the Office of the R.M.C. for Greenville County, S.C.

THIS mortgage is junior in lien to that certain mortgage given in favor of Carolina Federal Savings and Loan Association recorded April 7, 1978 in mortgage volume 1428 at page 276.

THE MORTGAGOR HAS THE RIGHT TO REPAY THE ENTIRE AMOUNT ON THIS MORTGAGE AT ANY TIME WITHOUT PENALTY.

MORTGAGEE'S ADDRESS: 400 Westfield Court, Greenville, South Carolina 29602

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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 is 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 whomsoever lawfully claiming the same or any part thereof.

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