

GREENVILLE CO. S. C.

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BOOK 1288 PAGE 379

THIS IS A SECOND MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. FANKERSLEY
R.M.C.

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

WHEREAS, James G. Butler and Carlene M. Butler,

(hereinafter referred to as Mortgagor) is well and truly indebted unto James D. Miller and Mary L. Miller

(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 Nine Thousand Two Hundred Fifty-Two and 09/100---

-----Dollars (\$ 9,252.09) due and payable

with interest thereon from ¹⁹⁶³ date at the rate of 8 per centum per annum, to be paid: ~~monthly~~
annually for six years

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, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Arundel Road, being further described as Lot 94 on a plat of Revision of Lots 94 & 95, Botany Woods, Sector II, made by Piedmont Engineering Service, said plat being of record in the RMC Office for Greenville County in Plat Book TT at Page 192, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Arundel Road at the joint front corner of Lots 93 & 94 and running thence along the common line of said Lots S. 26-46 W. 181.5 feet to an iron pin; thence N. 60-00 W. 110.3 feet to an iron pin; thence along the line of Lot 95 N. 18-25 E. 160 feet to an iron pin on Arundel Road; thence along the southwestern side of Arundel Road S. 73-31 E. 58 feet and S. 68-03 E. 77 feet to an iron pin, the point of BEGINNING.

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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 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 whomsoever lawfully claiming the same or any part thereof.

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