STATE OF SOUTH CARRING, FILED

COUNTY OF GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

BOOK 1536 PAGE 442

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONN: C. TANKERSLEY

WHEREAS, We, James H. Butler and Sandra M. Butler

(hereinafter referred to as Mortgagor) is well and truly indebted unto Abram Bethune and Pernell Bethune

as per the terms of that promissory note of even date herewith

with interest thereon from date at the rate of 18% per centum per annum, to be paid:monthly

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:

(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 Five Thousand Five Hundred and No/100-----

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

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 31 shown on a plat of the subdivision of South Forest Estates recorded in the RMC Office for Greenville County in Plat Book GG at Page 181.

THIS being the same property conveyed to the mortgagors herein by deed of the mortgagees herein as recorded in Mortgage Book 1115 at Page 182, in the RMC Office for Greenville County, S.C., on March 27, 1981.

THIS IS A SECOND MORTGAGE

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Use Comparison of 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 altached, 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 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 pexcept 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 tawfully claiming the same or any part thereof.

[4328 RV.2]

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