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COUNTY OF GREENVILLE 55 PH 182

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. L. Butler and Ruth H. Butler

(hereinafter referred to as Mortgagor) is well and truly Indebted unto Commercial Mortgage Company, 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 Thirty-Two Thousand Five Hundred and 00/100 more parable and the sum of Thirty-Two Thousand Five Hundred and parable to the sum of the sum

in accordance with terms of note executed of even date herewith.

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 its order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and asserted.

"All that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being Lots 3 and 4 and portions of Lots 6, 7 and 8 of White Horse Heights, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB at page 135, and more particularly described in a plat prepared by Carolina Surveying Company, for M. E. Durham on May 3, 1977, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the southerly side of Range View Drive, joint front corner of Lots 4 and 5, and running thence S. 30-53 E., 165.4 feet to a pin, joint rear corner of Lots 5 and 6; thence N. 51-30 E., 57 feet to a pin; thence through a portion of Lot 6, S. 3-32 E., 111.8 feet to a pin; joint rear corner of Lots 6 and 7; thence N. 61-10 E., 11.3 feet to a pin; thence S. 25-02 E., 82.5 feet through a portion of Lot 7 to a pin on the joint line of Lots 7 and 8; thence running S. 29-08 E., 95.2 feet through a portion of Lot #8 to a pin; thence S. 76-22 W., 361.5 feet to a pin on the joint rear corner of Lots 1 and 3; thence N. 19-20 W. 215.9 feet to a point on Range View Drive; thence following Range View Drive, to-wit: N. 45-31 E., 50 feet to a pin; thence N. 27-43 E., 40 feet to a pin; thence N. 14-21 E., 28.7 feet to a pin; thence N. 7-23 E., 49 feet to a pin; thence N. 21-10 E., 37.9 feet to a pin; thence N. 47-30 E., 35 feet to a pin; thence N. 60-0 E., 90.8 feet to a pin, the point of beginning.

This mortgage being second and junior in lien to a first mortgage of Family Federal Savings and Loan Association in the original amount of \$48,000.00, said first mortgage being recorded on May 6, 1977 in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1396 at Page 800.

This being the same property conveyed to the mortgagors herein by Real Estate Agreement of M. E. Durham and Patricia S. Durham recorded on October 7, 1981 at Book 1156 at Page 446

E OF SOUTH CAROLINA

DECAROLINA TAX COMMISSION

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Together with all and singular rights, members, herditaments, and appurtegances to 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 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 real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenents 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 Mortgagor further covenants are the same or any part thereof.

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