

AFFIDAVIT FILED *172*

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2007 1281 52 on 551

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA *DOYLE R. BUTLER* PAID IN FULL AND SATISFIED  
COUNTY OF GREENVILLE *13601* This 31st day of October, 1977.  
WITNESS: *Doyle R. Butler*  
*Doyle R. Butler*  
*Sybil L. Lister*

To all whom these presents may concern I, Doyle R. Butler

SEND GREETINGS:

WHEREAS, I, the said Doyle R. Butler, am

well and truly indebted to Boyd C. Lister and Sybil L. Lister

full and just sum of Thirty-eight Hundred Sixty-three & 18/100--- (\$ 3,863.18 )  
DOLLARS as is evidenced by my certain promissory note in writing of even date herewith, said note provides for payment of the principal sum of \$ 3,863.18, with interest from June 6th, 1973, at the rate of eight ( 8% ) per cent. per annum on the unpaid balance until paid; the said note further provides that the said principal and interest shall be payable in monthly installments of Forty-seven and 11/100 (\$ 47.11 ) Dollars, commencing on the 1st day of July, 1973, and continuing on the 1st day of each and every month thereafter until the principal and interest are fully paid; the said note further provides that said monthly payments shall be applied first to the payment of interest, computed monthly, on the unpaid balance and then to the payment of principal; the said note further provides that if default be made in the payment of any installment under said note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of said note; said note further provides that failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default; said note further provides that in the event of default in the payment of said note, and if it is placed in the hands of an attorney at law for collection, the undersigned agree (s) to pay ten per cent. attorney's fees, reference being thereto had, will more fully appear.

NOW KNOW ALL MEN, that I the said Doyle R. Butler

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Boyd C. Lister and Sybil L. Lister according to the terms of the said note

and also in consideration of the further sum of Three Dollars, to me, the said Doyle R. Butler

Boyd C. Lister and Sybil L. Lister

in hand well and truly paid by the said

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold and released, and by these presents DO grant, bargain, sell and release unto the said Boyd C. Lister and Sybil L. Lister,

All that piece, parcel or lot of land lying, being and situate on the North side of Milford Drive, near Milford Baptist Church, in

NOV 1 1977  
DOYLE R. BUTLER  
GREENVILLE CO. S. C.  
12 56 PM '77  
DONNIE S. TANKERSLEY  
R.M.C.

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