

REAL ESTATE MORTGAGE

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Bobby and Norma Jean Hembree

of the County of Greenville State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to Luthi Mortgage Co., Inc. hereinafter called the Mortgagee, and have given their promissory Note therefore bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 2250.00 together with interest on unpaid balances, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare immediately due and payable the entire unpaid principal balance hereof and accrued interest thereon, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee up to 15% of said unpaid balance for any litigation concerning the debt, and all other amounts secured hereby.

NOW KNOW ALL MEN That the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or herein, to the Mortgagee, and also in consideration of the further sum of TEN DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing 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 Mortgagee, its successors and assigns, the following described real property:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, situate near the city of Greenville and near Woodside Mill Village, known as Lot No. 97 on map of Donwood Subdivision made by R.E. Dalton, Surveyor, and date May 16-20, 1910, the same being situate on the north side of Marion (Green) Street and having a frontage on said street of fifty (50) feet and running back on parallel lines a distance of one hundred fifty (150) feet to the rear of Lot N. 104 as shown on said plat.

This being the same property conveyed to the Grantee herein, Benjamin F. Ward, by deed of Sarah J. Campbell and J. A. Campbell dated July 15, 1954, and recorded in the R.M.C. Office for Greenville County in Deed Book 503, Page 527, Benjamin F. Ward having died in 1956 his estate having been probated in Greenville County, State of South Carolina in Apartment 1650, File 25, leaving as his heirs, William Ward, Olin Ward, John Ward, Joe Ward, Margaret Massey, Bertha Childers, Ruth Harris and Addie Mae Evans.

This is the same property conveyed to the Mortgagors by deed of William Ward, Olin Ward, John Ward, Joe Ward, Margaret Massey, Bertha Childers, Ruth Harris and Addie Mae Evans dated October 5, 1981 and recorded in the R.M.C. Office for Greenville County in Deed Book 1156 at Page 303 on October 6, 1981.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

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

(CONTINUED ON NEXT PAGE)