MORTGAGEE'S ADDRESS: 260 Stone Lake Drive, Greenville, SC 29609
MORTGAGE OF REAL ESTATE BY A CORPORATION-Offices of Leatherwood, Walker, Todd & Mann, Attorne 5171, 1417 741

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, THE JUNIOR LEAGUE OF GREENVILLE, INC.

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto

HARRY B. LUTHI

(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

with interest thereon from date hereof at the rate of twelve (12) per centum per annum, to be paid: annually.

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, the Mortgagee's heirs, 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, in the City of Greenville, located at 17 West North Street and having the following metes and bounds according to a plat recorded in the RMC Office for Greenville County in Plat Book K at Page 152:

BEGINNING at a point on the south side of West North Street, which point is 132 feet in a westerly direction from the southwestern intersection of West North Street and North Main Street and which is the joint corner with the property now or formerly of Ellis and running thence along West North Street, N. 70-02 W. 49.5 feet to a point; thence S. 19-50 W. 60 feet to a point; thence S. 70-02 E. 49.2 feet to a point; thence N. 19-50 E. 60 feet to the point of beginning.

BEING the same property conveyed to the Mortgagor herein by Deed of Harry B. Luthi dated June 1, 1982, to be recorded herewith.

This mortgage secures a portion of the purchase price for the subject property and the lien of this mortgage is second in priority to the lien of that certain mortgage given by Harry B. Luthi to Bankers Trust of South Carolina dated June 30, 1977, recorded in Mortgage Book 1402, Page 786, Greenville County RMC Office, in the original amount of \$55,000.00.

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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 is 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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