

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

APR 12 12 43 PM '76 DONNIE S. TANKERSLEY R.M.C.

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

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WHEREAS, ELIZABETH S. CARPER

(hereinafter referred to as Mortgagor) is well and truly indebted unto SARA W. HAMBY and CLAUDE H. HAMBY

(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

Twenty Five Thousand and 00/100----- Dollars (\$ 25,000.00) due and payable

on or before twelve (12) months from date

with interest thereon from date at the rate of Eight 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:

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 Greenville, and being all of Lot No. 6 and the major portion of Lot No. 7 on plat of Welcome View Subdivision made by Piedmont Engineering Service, August 1948 and recorded in plat book U page 155 and having according to said plat the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the northeast side of White Horse Road, the joint front corner of Lots 5 & 6; thence with the northeast side of said Road, S. 23-27 E. 150 feet to an iron pin; thence with a new line through Lot No. 7, N. 57-43 E. 222.3 feet to an iron pin in the rear line of Lots Nos. 10 & 11; thence with the rear line of said lots N. 23-27 W. 144 feet to an iron pin corner of Lot No. 5; thence with the line of said lots, S. 59-13 W. 221.3 feet to the beginning corner.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

JAN 18 1984 ASSIGNMENT

RECORDED JAN 18 1984 at 12:02 P.M. FILED GREENVILLE CO. S. C. 22339

For value received, we, Sara W. Hamby and Claude H. Hamby, do hereby assign, transfer and set over to Perry S. Luthi, as Trustee for Kull Trust, the within mortgage and the note which it secures this 17th day of January, 1984.

In the presence of:

Handwritten signatures of witnesses.

Sara W. Hamby (SEAL) Claude H. Hamby (SEAL)

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE



PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Sara W. Hamby and Claude H. Hamby sign, seal and as their act and deed deliver the within written mortgage assignment and that (s)he, with the other witnessed subscribed above witnessed the execution thereof.

Sworn and subscribed to before me this 17th day of January, 1983.

Evelyn S. Greer (LS) Notary Public for S. C. My comm. expires Nov. 9, 1989

Assignment: For REM to this assignment see Book 1364 Page 665

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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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