

STATE OF SOUTH CAROLINA

APR 12 3 35 PM 1956

BOOK 674 PAGE 1003

County of Greenville

OLLIE FARNSWORTH

To all Whom These Presents May Concern

WHEREAS I, Perry S. Luthi, of Greenville County, am well and truly indebted to Leslie and Shaw, Inc.

in the full and just sum of One Thousand, Five Hundred, Ninety-Five and No/100 - - (\$ 1,595.00 ) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows:

On or before one (1) year after date

with interest from date at the rate of five (5%) per centum per annum until paid; interest to be computed and paid semi-annually and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I, the said Perry S. Luthi

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid 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 Leslie and Shaw, Inc., its successors and assigns forever:

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, and known and designated as Lot #138, at the intersection of Fairmont Avenue and Melvin Drive, part of Belmont Heights, Section 2, according to revised plat by C. C. Jones, not yet recorded, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at joint corner of Lots #137 and #138, running thence along the line of these lots, N. 7-51 E. 128.9 feet to an iron pin; thence N. 40-11 W. 107.2 feet to an iron pin on the Southeastern side of Fairmont Avenue; running thence along Fairmont Avenue, S. 46-34 W. 99.8 feet to an iron pin; thence S. 43-19 W. 73.1 feet to an iron pin at the intersection of Fairmont Avenue and Melvin Drive, which intersection is curved, the chord of which is S. 15-54 E. 45.7 feet to an iron pin on the northwestern side of Melvin Drive; thence with Melvin Drive, S. 75-07 E. 166 feet to an iron pin, point of beginning; being the same conveyed to me by Leslie & Shaw, Inc. by deed dated February 2, 1956, not yet recorded.

This is a second and junior mortgage, being junior to the lien of the First Federal Savings and Loan Association of Greenville.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Leslie and Shaw, Inc., its successors

Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.