

P. O. Box 1268
Greenville, S. C. 29602

FILED
GREENVILLE CO. S. C.

1425 MAR 13 1973

MAR 13 3 51 PM '73

DONNIE S. TANKERSLEY
R.H.C.

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, Harry B. Luthi as Trustee for Harry B. Luthi Trust and Perry S. Luthi as Trustee for Kull Trust

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty Thousand and no/100 -----DOLLARS

(\$ 20,000.00-----), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is ten (10)-----years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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,

All that piece, parcel or lot of land situate, lying and being on the eastern side of Haviland Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot 106, and a major portion of Lot 107 of a subdivision known as Glenn Grove Park, plat of which is recorded in the RMC Office for Greenville County in Plat Book P, at page 81, and according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Haviland Avenue, which iron pin is 229.3 feet from the northeastern corner of the intersection of Monticello Avenue and Haviland Avenue, and running thence S. 74-12 E., 144 feet to an iron pin on a twelve foot alley; running thence with the said alley, N. 15-48 E., 85 feet to an iron pin at the joint rear corner of Lots 105 and 106; running thence with the joint line of said lots, N. 74-12 W., 144 feet to an iron pin on the eastern side of Haviland Avenue; running thence with the eastern side of said Avenue, S. 15-48 W., 85 feet to an iron pin, point of beginning.

This is the identical property conveyed to Harry B. Luthi as Trustee for Harry B. Luthi Trust, by deed of Bomar Enterprises, Inc., dated February 27, 1973, recorded February 28, 1973, in the RMC Office for Greenville County in Deed Book 968, at page 436.

All that piece, parcel or lot of land, situate, lying and being on the western side of West Hillcrest Drive, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot 53 of a subdivision known as Druid Hills, plat of which is recorded in the RMC Office for Greenville County in Plat Book P, at page 113, and according to said plat, has the following metes and bounds, to wit:

(Description continued on back)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

GCTO --- 1 MR1378 741

3.50C1

4328 RV-21

0735