

MORTGAGE OF REAL ESTATE -

BOOK 1492 PAGE 225

STATE OF SOUTH CAROLINA COUNTY OF Greenville MORTGAGE OF REAL ESTATE

GREENVILLE COUNTY S.C. FILED DEC 26 4 42 PM '79 R.M.C. STANNERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Reedy River Development Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto Perry S. Luthi as Trustee for Kull Trust

(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 Thousand and no/100

Dollars (\$ 20,000.00) due and payable

In 240 equal installments of Two Hundred Sixteen and 80/100 Dollars (\$216.80) commencing December 20, 1979 and continuing on the 20th day of each month until paid in full

with interest thereon from date at the rate of 11 3/4 per centum per annum, to be paid.

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, located on the Northern Side of Scott Street, shown as Lot 8 on map of the estate of Naomi Sloan made by W. J. Riddle dated June 15, 1950, from which map the following description is taken:

Beginning on the Northern edge of Scott Street at the joint front corner of Lots 7 and 8, and running thence with the joint line between these lots, N. 19-00 W. 150 feet to their joint rear corner in line of Lot 10; thence with the Southern line of Lot 10, N. 71-00 E. 56 feet to the joint rear corner of Lots 8 and 9; thence with the joint line between these lots, S. 19-00 W. 150 feet to their joint front corner on the Northern side of Scott Street; thence with the Northern side of this Street, S. 71-00 W. 56 feet to the beginning corner.

This is the same property conveyed by deed dated October 30, 1979, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Vol. 1116 at page 960 on December 6, 1979, by deed of mortgagee.

This mortgage replaces and satisfies that mortgage given by Reedy River Development Corporation to Perry S. Luthi as Trustee for Kull Trust dated November 1, 1979 and recorded in the RMC office for Greenville County in Book 1491 at page 250.

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX \$ 9.00

GC 10 - 2 DU 28 / 9 647

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 such 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.

5 0.225

4328 RV-2