

MORTGAGE OF REAL ESTATE

MAIL TO P.S. LUTHI
28 HOWE ST
GREENVILLE, SC 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 1542 PAGE 873

31 PM '81
DONALD W. HERSLEY

WHEREAS, Garron Applegate, James Stoltz and Thomas R. Hendley

(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

Seventeen Thousand and 00/100-----Dollars (\$ 17,000.00) due and payable

in monthly payments of Two Hundred Dollars (\$200.00), with any remaining principal due in ten years, payments to be first applied to interest, balance to principal

with interest thereon from May 21, 1981 at the rate of fifteen per centum per annum, to be paid: as above

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:

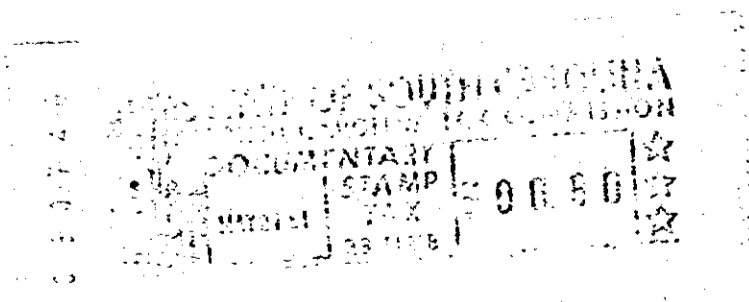
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

"All that lot of land in the State of South Carolina, County of Greenville, at the northeastern intersection of Mulberry Street and Pine Street, in the City of Greenville, being known and designated as Lot 18, Block 1, Page 26 of the City Block Book, and described as follows:

BEGINNING at an iron pin at the corner of lot now or formerly owned by L. C. Jones, and running thence with the northern side of Mulberry Street S. 57 3/4 W. 118 feet, more or less, to Pine Street; thence along the eastern side of Pine Street 139 1/2 feet, more or less, to corner of lot now or formerly owned by Rubie Syracuse; thence with line of said lot 80 feet, more or less, to iron pin in line of Jones lot; thence with line of said lot approximately S. 32 1/4 E. 89 feet, more or less, to the beginning corner."

This is the same property conveyed simultaneously to the Mortgagor by deed from Perry S. Luthi, Trustee, as recorded in Deed Book 1149, at Page 91, in the RMC Office for Greenville County.

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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 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.

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