

JAN 0 12 29 PM 04

VOL 1643 PAGE 116

DONATE S. TREATISSE MORTGAGE
R.M.C.

THE STATE OF SOUTH CAROLINA)
Greenville)
COUNTY OF)

James E. Freeman and Lynette D. Freeman

TO ALL WHOM THESE PRESENTS MAY CONCERN:

of the County of Greenville, State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to Luthi Mortgage Co., Inc., hereinafter called the Mortgagee, and have given their promissory Note therefore bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 4,000.00, together with interest on unpaid balances, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare immediately due and payable the entire unpaid principal balance hereof and accrued interest thereon, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee up to 10% of said unpaid balance for any litigation concerning the debt, and all other amounts secured hereby.

NOW KNOW ALL MEN That the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or herein, to the Mortgagee, and also in consideration of the further sum of TEN DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing 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 Mortgagee, its successors and assigns, the following described real property:

All that lot of land with improvements thereon, situate, lying and being on the Northwestern side of Vedado Lane in Greenville County, South Carolina, being shown and designated as lot n. 56 on a plat of Vardry-Vale, Section 2, made by Campbell & Clarkson Surveyors, Inc. dated March 17, 1969, and recorded in the RMC Office for Greenville County, S.C., in plat book WWW at page 53, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northwestern side of Vedado Lane, joint front corner of lots 56 and 57 and running thence along the common line of said lots, N. 56-01 W. 150 feet to an iron pin at the joint rear corner of said lots; thence turning and running with the rear lot lines of lots 56 and 59, S. 33-59 W. 80 feet to an iron pin at the joint rear corner of Lots 55 and 56; thence turning and running along the common lines of said lots, S. 56-01 E. 150 feet to an iron pin at the joint front corner of said Lots; thence turning and running along the Northwestern side of Vedado Lane, N. 33-59 E., 80 feet to the point of beginning.

The above described property is the same conveyed to the mortgagors here in by deed of Kenneth Lee Hall, Sr. and Judy H. Hall by deed dated Oct. 30, 1979, Vol. 1114 page 608, recorded Oct. 30, 1979, in RMC Office. Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

(CONTINUED ON NEXT PAGE)

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

0119

4328-2