

FILED
GREENVILLE CO. S. C.
REAL ESTATE MORTGAGE

VOL 1045 PAGE 973

JAN 31 11 13 AM '84
THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville R.M.C. WISLEY
TO ALL WHOM THESE PRESENTS MAY CONCERN: Emma D. McClinton and Javon McClinton
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 \$ 3,000.00 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 12% 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 piece, parcel or lot of land in Greenville Township, Greenville State of South Carolina, known and designated as the Property of J.A. Cureton, according to a plat prepared by C.O. Riddle, Reg. L.S., dated July, 1969 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Thompson Drive and running N. 0-35 W. 23 feet to an iron pin; thence N. 0-35 W. 503.75 feet to an iron pin; thence N. 77-59 E. 170.2 feet to an iron pin; thence S. 0-51 E. 400 feet to I.P.O.; thence S. 1-31 E. 132.8 feet across Thompson Drive to I.P.O.; thence S. 87-47 W. 170.7 feet to point of beginning; containing 2.00 acres, which tract is subject to the right-of-way for Thompson Drive.

The above described property is the same conveyed to the mortgagors herein by Sharie McClinton and Annette McClinton, by deed dated April 14, 1979 in the R.M.C. Office for Greenville County in Deed Book 1100 at page 638 and recorded April 16, 1979.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

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

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