

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

VOL 1659 PAGE 769

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE, S.C.

WHEREAS, ROBERT N. LUTHER AND BRENDA I. LUTHER

(hereinafter referred to as Mortgagor) is well and truly indebted unto GREENVILLE COUNTY REDEVELOPMENT AUTHORITY

(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 Twelve Thousand Eight Hundred Twenty and No/100-----

----- Dollars (\$ 12,820.00) due and payable in equal monthly installments in the amount of One Hundred Thirty-Six and 02/100 (\$136.02) Dollars beginning September 15, 1984, and continuing on the 15th day of each month until paid in full

with interest thereon from _____ date at the rate of Five (5%) per centum per annum, to be paid: with principal

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:

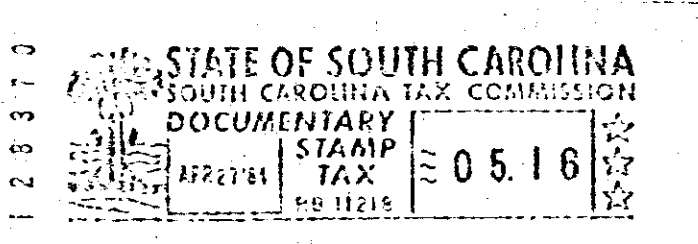
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being shown and designated as Lot No. 75, Section II on plat of Victor-Monaghan Mills, which plat is recorded in the RMC Office for Greenville County in Plat Book S, at pages 179-181, and having such courses and distances as will appear by reference to said plat.

This is the same property conveyed unto the Mortgagors herein by deed of Veterans Administration recorded in Deed Book 1205, at page 170, on January 26, 1984.

Greenville County Redevelopment Authority
Bankers Trust Plaza, Box PP-54
Greenville, South Carolina 29601



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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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