

REAL ESTATE MORTGAGE

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THE STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

TO ALL WHOM THESE PRESENTS MAY CONCERN: James P. Bentley and Beverly Bentley

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 \$ 3,750.00 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 piece, parcel or lot of land situated, lying and being in the State of South Carolina, County of Greenville on the Eastern side of Third Avenue being a portion of Lot No. 4 of Block K on plat of Park Place, recorded in the RMC Office for Greenville County in Plat Book A at Page 119, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a stake on the Eastern side of Third Avenue (formerly known as Convers Street), 60 feet North from Second Street, and running thence S 89-45 E 100 feet to a stake; thence N 00-17 E 40 feet to a stake in line of Lot No. 6; thence with the line of said Lot, N 89-45 W 100 feet to a stake on Third Avenue; thence with the Eastern side of Third Avenue, S 00-17 W 40 feet to the beginning corner.

The above-described property is conveyed subject to all restrictions, easements, right of ways and zoning ordinances of record or on the ground affecting said property.

This being the identical property conveyed to John H. Bentley by Katie Elwin be deed recorded in the RMC Office for Greenville County in Deed Book 345 at Page 108. John H. Bentley died intestate on February 6, 1972. See Apartment 1265 File No. 11 in the Office of the Probate Court for Greenville County, South Carolina, for (over)  
Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any way 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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