

0832

REAL ESTATE MORTGAGE

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE, S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Infinity Enterprises

of the County of Greenville, S.C. DONNIE S. TANKERSLEY
R.M.C. 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 \$ 18700.00 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 15% 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 those pieces, parcels or lots of land situate, lying and being on the Southern side of Earle Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as a portion of Lots Nos. 9, 10 and 11 of a Subdivision of property of J. E. Crosland, plat of which is recorded in the RMC Office for Greenville County in Plat Book FF at Page 21, and also shown as the property of Gerald H. McCormick, Wanda W. McCormick and Mary A. Jenkins by plat prepared by Carolina Surveying Company dated July 27, 1981, and, according to said latter plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Earle Drive, at the joint corner of this tract and property now or formerly of Patterson, and running thence with the joint line of said Tract S. 24-02 E. 150 feet to an iron pin; running thence through Lots Nos. 9, 10 and 11 S. 64-00 W. 256.4 feet to an iron pin; running thence N. 24-02 W. 150 feet to an iron pin on the Southern side of Earle Drive; running thence with the Southern side of said Drive N. 64-00 E. 256.4 feet to an iron pin, point of beginning.

This property is conveyed subject to easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the ground affecting the subject property.

(SEE BACK)

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.

[Empty rectangular box]

1696-832