

be retired in full in substantially the same time as would have occurred prior to any escalation in interest rate.

FILED GREENVILLE CO. S. C.

APR 11 3 13 PM '77

First Mortgage on Real Estate

BONNIE S. FAYERSLEY
Consulted MORTGAGE
Bonnie S. Fayersley
Solicitor

LEAS & EATON, INC.

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31st of March 1977

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MARSHALL
Marian J. Lee

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PERRY S. LUTHI AS TRUSTEE

FOR KULL TRUST

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of FORTY-TWO THOUSAND AND NO/100 ----- DOLLARS

(\$ 42,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 18 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, situate on the northeastern side of Parkins-Mill Road being shown on a plat of the property of Perry S. Luthi as Trustee for Kull Trust dated April 14, 1975, prepared by Dalton & Neves, recorded in Plat Book 5-L at Page 23 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern corner of the intersection of Parkins Mill Road and Gurley Aven and running thence with Gurley Avenue N. 38-31 E. 108 feet to an iron pin at the corner of other property belonging to Waters' Estate; thence with said property N. 47-53 W. 296.3 feet to an iron pin on the southern side of Waters Ave.; thence with said Ave. S. 49-02 W. 107.2 feet to an iron pin at the southeastern corner of Parkins Mill Road and Waters Avenue; thence with Parkins Mill Road S. 41-18 E. 150 feet to an iron pin; thence still with Parkins Mill Road S. 49-38 E. 100 feet; thence still with Parkins Mill Road S. 58-54 E. 68 feet to the point of beginning.

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