VOL 1685 PASE 279

STATE OF SOUTH CAROLINA Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS,

Perry S. Luthi, As Trustee For Kull Trust

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FORTY THOUSAND AND NO/00-----

Claude H. Hamby or Sara W. Hamby,

P. O. Box 6595, Greenville, S. C. 29606 (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) due and payable

Dollars (\$ 40,000.00

As Provided In Promissory Note executed simultaneously herewith.

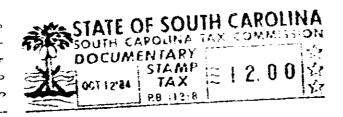
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, near the City of Greenville, being known and designated as a portion of Property of Charles I. Hodgens, which plat is recorded in Plat Book MMM at Page 161 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the northwest intersection of Parker Road and Marion Road and running thence along Parker Road, N. 51-44 W. 60 1/2 feet to a point; thence through Parker Road in a northeasterly direction 185 feet, more or less, to a point in the rear line of said property; thence along Lot 47, S. 51-52 E. 60 1/2 feet to an iron pin on Marion Road; thence along Marion Road, S. 40-23 W. 184.6 feet to an iron pin, point of beginning.

THIS is the same property conveyed to the mortgagor by deed of Emil H. Brinkman dated October 27, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1136 at Page 512 on October 31, 1980.



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 usus 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 heireinabove 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. CHEENVIII F CEELE RIPEI V CO IND

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