

FILED GREENVILLE CO. S. C.

FEB 4 4 02 PM 1958

The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE FARNSWORTH R. M. C.

To All Whom These Presents May Concern:

PERRY S. LUTHI, BUILDER AND CONTRACTOR, INC.

SEND GREETING:

Whereas, it, the said PERRY S. LUTHI, BUILDER AND CONTRACTOR, INC.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents,

am well and truly indebted to CLYDE L. MILLER, individually, and CLYDE L. MILLER, AS Trustee, under Agreement and Declaration of Trust, dated June 30, 1955, by and between Jack K. Wherry and Elizabeth F. Wherry, as Donors, and Clyde L. Miller, as Trustee

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Four Hundred and No/100

----- DOLLARS (\$1,400.00), to be paid

one (1) year after date

, with interest thereon from date

at the rate of Six (6%) semi-annually interest at the same rate as principal.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That it, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CLYDE L. MILLER, individually, and CLYDE L. MILLER, AS TRUSTEE under Agreement and Declaration of Trust, dated June 30, 1955, by and between Jack K. Wherry and Elizabeth F. Wherry, as Donors, and Clyde L. Miller, as Trustee, his heirs and assigns, forever:

ALL that lot of land situate on the West side of West Belvedere Road, near the City of Greenville, in Greenville County, South Carolina, shown as Lot No. 170, on plat of South Forest Estates, made by Pickell & Pickell, Engineers, August 29, 1955, recorded in the RMC Office for Greenville County, S. C., in Plat Book "GG", page 181; said lot fronting 85 feet along the West side of West Belvedere Road, running back to a depth of 135.3 feet on the North side, to a depth of 143.9 feet on the South side, and being 85.4 feet across the rear.

This is the same property conveyed to the mortgagor herein by deed of Clyde L. Miller, individually and Clyde L. Miller, as Trustee under Agreement and Declaration of Trust, dated June 30, 1955, by and between Jack K. Wherry and Elizabeth F. Wherry, as Donors, and Clyde L. Miller as Trustee, by deed to be recorded herewith, and this mortgage is given to secure the unpaid portion of the purchase price.

This mortgage and the note secured thereby are executed by the undersigned officers of Perry S. Luthi, Builder and Contractor, Inc. pursuant to the authority vested in them by resolution adopted by a meeting of the Board of Directors of said corporation duly called and held for that purpose on May 15, 1957.

12/4/58

Paid in full

Clyde L. Miller

Clyde R. Miller

Trustee

Not: Dorothy L. Posey

Rose B. Wylie

Dec 5 1958
Ollie Farnsworth
R. M. C.
GREENVILLE COUNTY S.C.
11-44 A 14367