

OCT 22 1 23 PM '59

OLLIE FARNSWORTH  
R. H. C.

MORTGAGE OF REAL ESTATE BY A CORPORATION  
Office of ~~XXXXXXXXXXXX~~, Attorney at Law, ~~XXXXXXXXXX~~, S. C.  
Edward R. Hamer Greenville,

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern: LUTHI CONSTRUCTION COMPANY, INC.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, LUTHI CONSTRUCTION COMPANY, INC.

a corporation chartered under the laws of the State of South Carolina, is well and truly indebted

to the mortgagee in the full and just sum of Ten Thousand and No/100-----

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable

one (1) year from date hereof

with interest from date hereof, at the rate of Eight (8)

percentum until paid; interest to be computed and paid quarterly in advance

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 per cent of the indebtedness as attorney's fee, this to be added to the mortgago indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said SOUTHERN BANK & TRUST COMPANY, its successors and assigns;

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being on the southwestern side of White Horse Road adjoining property of Perry S. Luthi, As Trustee for Kull Trust and Elizabeth F. Stevens, on Plat of Westwood Plaza, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book VVV, page 111, and having the following metes and bounds, to-wit; BEGINNING at an iron pin in the rear line of said property (the rear being the western side thereof) at the corner of property heretofore deeded to Perry S. Luthi, as Trustee, et al; which iron pin is located 238.6 feet from Broadway Drive; and running thence along the rear line of said Westwood Plaza property S. 19-29 W. 20 feet; thence S. 80-15 E. 153.7 feet, more or less, to a point on the east side of the 25-foot drive; thence N. 69-15 E. 181.7 feet, more or less, to a point on the southwest side of White-Horse Road; thence along said Road, N. 22-05 W. 20 feet to an iron pin in the line of property heretofore