

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1221 PAGE 49

MORTGAGE OF REAL ESTATE

JAN 31 1972
OLIE FARNSWORTH
R.M.C.

WHEREAS GUYON E. WHITTEN, JR. AND M. SUE COOK WHITTEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto PERRY S. LUTHI AND HARRY B. LUTHI

(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 Six Thousand Five Hundred and No/100-----
Dollars (\$6,500.00) due and payable

\$131.80 per month commencing March 1, 1972, and \$131.80 on the 1st day of each and every month thereafter until paid in full, with the privilege of anticipating any or all of the balance due at any time.

with interest thereon from date of the rate of Eight (8%) per annum per annum, to be paid: monthly

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:

those

"ALL ~~the~~ certain piece parcel lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, above Marietta Township, and being known and designated as Lots 44, 45 and 46 on Plat of Property of Mrs. Rena Rice Geer, Blythe Shoals Lots, recorded in Plat Book K, Page 38, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Blythe Shoals Road, at corner of intersection with a county road; and running thence along Blythe Shoals Road, N. 42-0 E. 84 feet to a point; thence continuing along Blythe Shoals Road, N. 56-45 E. 88.5 feet to a point; thence continuing along Blythe Shoals Road, 80 feet to a point; thence continuing along Blythe Shoals Road, 77 feet to a point; thence continuing along Blythe Shoals Road, N. 73-30 E. 150 feet to a point; thence along a county road, S. 84 E. 150 feet to a point; thence along another county road, S. 5-30 E. 169 feet to a point; thence along another county road, N. 86-30 W. 150 feet to a point; thence continuing along said county road, N. 4-30 W. 15.8 feet to a point; thence continuing along said county road, S. 83-45 W. 134.2 feet to a point; thence continuing along said county road, S. 83-45 W. 275.5 feet to the point of beginning.

ALSO, that strip of land on the Westerly side of Blythe Shoals Road as shown on Plat of Property of P. D. Meadors and M. M. Meadors made by C. C. Jones and Associates, Engineers, April 27, 1956, and being 36.5 feet along said road at the corner of Lot No. 86 as shown on Plat of Property of Mrs. Rosa Rice Geer, Blythe Shoals lot, Plat Book K, at Page 38, and having a depth to the center of Saluda River. This strip was reserved on the first mentioned plat and is between property of Doberston and Thompson. See Plat Book JJ, Page 164.

ALSO ALL these pieces, parcels or lots of land in Cleveland Township, Greenville County, State of South Carolina, being known and designated as Lots 94 and 95, as shown on plat recorded in the RMC Office for Greenville County in Plat Book K, Page 38.

Each of these lots fronts 115 feet on a 30 foot right of way and are located just across the right of way from lots heretofore deeded by Rena Rice Geer to G. T. Hickman. The western line of Lot 94 runs along the eastern boundary of the Duke Power Company right of way..

For value received, I do hereby assign, transfer and set over to Southern Bank and Trust Co., Greenville, South Carolina, the within note and mortgage with recourse, this 29 day of Jan. 1972.

RECORDING FEE
PAID \$ 2.50

Witness:

Perry S. Luthi
Harry B. Luthi
Charles J. [unclear]
Donna [unclear]

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 usual 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 hereinabove 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.