

REGULATION NO. 22
COMPLETED BY
COUNTY OF GREENVILLE

BOOK 1285 PAGE 25

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

JAN 26 3 43 PM '73
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, Kenneth C. Stewart & Margaret D. Stewart

(hereinafter referred to as Mortgagor) is well and truly indebted unto
Rerry S. Luthi, as Trustee for Kull Trust

(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

Seven Thousand Nine Hundred Sixty Five and 45/100----- Dollars (\$ 7,965.45) due and payable

\$25.00 per month commencing February 1, 1973 and \$25.00 on the first day of each and every month thereafter for the first year; and commencing February 1, 1974 \$39.00 per month with \$39.00 on the first day of each and every month thereafter with a final payment due January 1, 1983.

with interest thereon from date at the rate of seven ^{and one-half} per centum per annum, to be paid: annually

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 Lot Number 9 on Plat of Apple Orchard Project, recorded in the RMC Office for Greenville County in Plat Book WW at Page 28, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Lilly Street at the joint front corner of Lots 8 and 9 and running thence N. 59-13 E. 100 feet to an iron pin at the joint front corner of lots 9 and 10; thence with the line of Lot 10 S. 30-47 E. 151.9 feet to an iron pin at the joint rear corner of Lots 9 and 10; thence S. 58-01 W. 100.02 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence with the line of Lot 8 N. 30-47 W. 154.0 feet to the beginning.

Together with all and singular rights, members, herditaments, 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.