

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
Oct 24 4 55 PM '73
DONNIE S. TAYLOR
R.M.C.

BOOK 1293 PAGE 701

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 Wilbur W. Loud

(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 **Twenty-Four Thousand Four Hundred Eighty-Nine and 79/100**----- Dollars (\$ 24,489.79) due and payable **\$297.43** monthly commencing January 1, 1974 and \$297.43 on the first day of each and every month hereafter until paid in full with the final payment due December 1, 1983;

with interest thereon from date hereof at the rate of eight per centum 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:

"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, Gantt Township, known and designated as Lot No. 115, Churchill Circle, on a plat of Augusta Acres recorded in Plat Book "S", Page 201 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Churchill Circle, the joint corner of Lots No. 114 and 115 and running thence S. 15-45 E. 217.5 feet to an iron pin; thence N. 69-42 E. 122 feet to an iron pin; thence N. 19-00 W. 208.5 feet to an iron pin; thence S. 74-15 W. 110 feet to the point of beginning.

ALL that certain piece, parcel or lot of land in Gantt Township, Greenville County, South Carolina known and designated as Lot No. 25, Henderson Avenue, Augusta Acres, on a plat of Augusta Acres, property of Marsmen, Inc., recorded in the RMC Office for Greenville County in Plat Book "S", Page 201, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Henderson Avenue at the joint front corner of Lots 24 and 25 and running thence with the joint line of said Lots N. 8-16 W. 200 feet to an iron pin; thence with the joint line of Lots 25 and 48, N. 81-44 E. 100 feet to an iron pin; thence with the joint line of Lots 25 and 26, S. 8-16 E. 200 feet to an iron pin on the north side of Henderson Avenue; thence with Henderson Avenue, S. 81-44 W. 100 feet to the beginning corner.

The mortgagee does agree by this instrument that upon the payment of one-half of the total principal that he will release upon request either of the properties described herein.



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 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.

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