

FILED GREENVILLE CO. S. C. MORTGAGE

AUG 1 4 48 PM '77

THIS MORTGAGE was made this first day of August, 1977, between the Mortgagor, Perry S. Luthi, as Trustee for Kull Trust (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2002

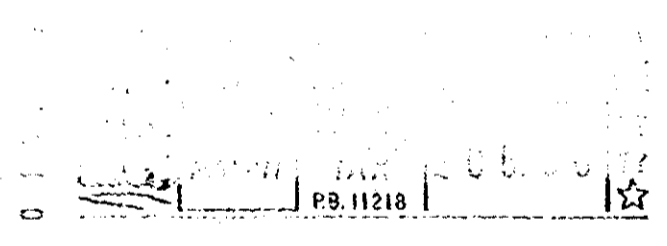
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To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

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, being known and designated as Lot 42 of Spring Brook Terrace Subdivision, recorded in Plat Book KK, at page 143, and having, the following metes and bounds, to-wit:

BEGINNING at an Iron pin on the northern side of Miami Avenue 390 feet east of the curved intersection of Walton Street; thence running N 02-00 W 150 feet to an iron pin; thence N 88-00 E 75 feet to an iron pin; thence S 02-00 E 150 feet to an iron pin on said Avenue; thence with Miami Avenue S 88-00 W 75 feet to the point of beginning.

THIS is the same property conveyed to the Mortgagor by deed of Frank P. McGowan, Jr. as Master in Equity for Greenville dated May 18, 1977 and recorded in Deeds Vol. 1057 at Page 896 on June 2, 1977.



which has the address of 25 Miami Avenue Greenville, SC (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

RECORDED

4328 RW-21