

FILED
GREENVILLE CO. S. C.

APR 26 PM '75

BOOK 1438 PAGE 195

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

W. S. TANSERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **HARRY B. LUTHI**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **SOUTHERN BANK & TRUST COMPANY**

(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

--- THIRTY SIX THOUSAND AND NO/100 ----- Dollars (\$ 36,000.00) due and payable

one year from date.

with interest thereon from _____ date _____ at the rate of 9% per centum per annum, to be paid: Quarterly

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, City of Greenville, in the McAlister Plaza on the southwesterly side of the parking area, being more particularly shown on a plat of Section #1 of McAlister Plaza, prepared by Piedmont Engineering Service, dated Dec., 1961, and recorded in the RMC Office for Greenville County in Book 000, Page 61, and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point on the southwesterly side of the parking area, said point being N. 56-21 W., 296.1 feet from the northwesterly side of Frederick Street, and running thence S. 33-39 W., 195.2 feet to a point in the center of said alley, N. 59-57 W., 81.0 feet to a point; thence N. 59-30 W., 36.7 feet to a point on the southeasterly side of Greenacre Road; thence turning and running along the southeasterly side of Greenacre Road, N. 31-31 E., 128.8 feet to a point; thence continuing along Greenacre Road, N. 31-47 E., 80.9 feet to a point at the intersection of Greenacre Road and West Antrim Drive; thence along the curve at said intersection, the chord of which is N. 56-37 E., 31.4 feet to a point; thence S. 77-28 E., 30.2 feet to a point; thence turning and running S. 34-09 W., 46.7 feet to a point on the southwesterly side of said parking area; thence along the southwesterly side of said parking area, S. 56-21 E., 85.2 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or lot of land in McAlister Plaza, in the City of Greenville, County of Greenville, State of South Carolina, being that portion of the parking area lying between the property above described and W. Antrim Drive and being bounded on either side by a straight extension of the side lines of the lot above described to the southwesterly edge of the right of way for W. Antrim Drive and having according to the plat of Section No. 1, Portion of McAlister Plaza, prepared December 1961, most recently revised in August 1973, the following metes and bounds, to wit:

BEGINNING at a point at the southeasterly corner of the intersection of Greenacre Road and W. Antrim Drive, said point being the corner of the lot above described and running thence with the line of said lot, S. 34-09 W., 46.7 feet to a point in the center line of a 10 foot water line easement; thence turning and continuing with the line of the above described lot, S. 56-21 E., 85.2 feet to a point, corner of the lot above described with the lot designated on said plat as belonging to Frank B. Halter, et al; thence turning and running N. 33-39 E., 46.7 feet to a point on the southwesterly edge of the right of way for W. Antrim Drive; thence turning and running with the southwesterly edge of said right of way, N. 56-21 W., 84.7 feet to the point of beginning.

This is the same property conveyed to the mortgagor by Deed of Jean Jones Hipp recorded January 10, 1975 in Deed Book 1013 at Page 3, RMC Office for Greenville County.

DOCUMENTARY
STAMP
TAX
14.40

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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