

MAR 26 3 12 PM 1957 BOOK 708 PAGE 419

MORTGAGE

OLLIE FAHSWORTH
R.M.C.

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PERRY S. LUTHI of
Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Ten Thousand and No/100 - - - - - Dollars (\$ 10,000.00), with interest from date at the rate of five & one-half per centum (5½ %) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of Eighty-two and No/100 - - - - - Dollars (\$ 82.00), commencing on the 1 day of May, 19 57 and on the 1 day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, State of South Carolina, being known and designated as Lot No. 2, Section 2, on plat of property of Pecan Terrace recorded in Plat Book EE at Page 108 in the R. M. C. Office for Greenville County, and having according to a more recent survey of the property of Perry S. Luthi dated March 14, 1957, by R. W. Dalton to have the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Augusta Road, said iron pin being 130 feet in a northerly direction from the intersection of Augusta Road and North Wingate Road at the joint front corner of Lots 2 and 3 of Section 2, and running thence with the line of Lot 3 N. 75-48 W. 115 feet to an iron pin; thence along the line of Lot No. 4 N. 25-29 W. 39.4 feet to an iron pin; thence N. 14-12 E. 90 feet to an iron pin at joint rear corner of Lots 1 and 2; thence with the line of Lot No. 1 S. 75-48 E. 140 feet to an iron pin on the northwestern side of Augusta Road; thence with the Augusta Road S. 14-12 W. 120 feet to an iron pin, the point of beginning.

Being a portion of the same property conveyed to the mortgagor by deed recorded in Deed Book 566 at Page 105.

Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.