

FILED
GREENVILLE CO. S. C.

JUL 3 8 23 AM 1959

BOOK 794 PAGE 379

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HARRY B. LUTHI
Greenville, South Carolina

of
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 Eight Thousand and No/100 ----- Dollars (\$ 8000.00), with interest from date at the rate of six----- per centum (6 %) 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 Sixty-seven and 51/100 ----- Dollars (\$ 67.51), commencing on the 15 day of August, 1959, and on the 15 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, on the northern side of Henderson Avenue near the City of Greenville, being shown as Lot 178 on a plat of Augusta Acres recorded in Plat Book S, Page 201, and described as follows:

BEGINNING at a stake on the northern side of Henderson Avenue 375 feet west from Chatham Drive at the corner of Lot 117; thence with the line of said lot N. 1-56 W. 257.3 feet to a stake; thence S. 86-52 W. 100.4 feet to stake at corner of Lot 179; thence with the line of said lot S. 1-56 E. 248.4 feet to a stake; on Henderson Avenue; thence with the northern side of said avenue S. 88-04 E. 100 feet to the beginning corner.

Being the same premises conveyed to the mortgagor by deed of Charlotte K. Luthi recorded herewith.

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.

225
Jan 1957
P.C. 43003
1897