

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

APR 3 2 58 PM '70

BOOK 1151 PAGE 577

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, PERRY S. LUTHI, AS TRUSTEE FOR KULL TRUST

(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 Eighteen Thousand and No/100 Dollars (\$18,000.00) due and payable

\$364.95 per month commencing May 15, 1970, with the final payment due April 15, 1975.

with interest thereon from date at the rate of Eight (8) 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, near the City of Greenville, being known and designated as Lot 14, on Plat of Valley Dale, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, page 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Bagwell Street, joint front corner Lots 13 and 14; and running thence S. 42-34 W. 177.1 feet to an iron pin; thence S. 80-56 E. 28 feet to an iron pin; thence N. 37-04 E. 134 feet to an iron pin on Bagwell Street; thence along Bagwell Street, N. 13-42 E. 60 feet to an iron pin, point of beginning.

ALSO ALL those certain pieces, parcels or lots of land, with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, designated as Lots numbers 9, 10 and 11 of a Plat of the J. E. Crosland property by Piedmont Engineering Service, 1946, and recorded in the RMC Office in Plat Book FF at page 21, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Earle Drive, joint front corner Lots 8 and 9 and running thence along Earle Drive, N. 64-0 E. 264 feet to an iron pin; thence S. 24-02 E. 180 feet to an iron pin; thence N. 64-0 W. 264 feet to an iron pin; thence N. 24-02 W. 180 feet to an iron pin, the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.