

First Mortgage on Real Estate

FILED  
GREENVILLE CO. S. C.

AUG 11 11 08 AM '70

MORTGAGE  
OLLIE PARSONS  
R. M. C.

BOOK 1163 PAGE 125

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: LUTHI CONSTRUCTION CO., INC.

(hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty-Eight Thousand and No/100-----DOLLARS (\$ 28,000.00 ), with interest thereon at the rate of Ten & one-half (10 1/2%) per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is Fifteen (15) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, on the southwestern side of White Horse Road and being a portion of the property shown on plat of Westwood Plaza dated October, 1967, and recorded in the RMC Office for Greenville County in Plat Book "VVV" at page 111 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the rear line of said property (rear being the western side thereof) at the corner of property heretofore deeded to Perry S. Luthi, as Trustee, et al; which iron pin is located 238.6 feet from Broadway Drive; and running thence along the rear line of said Westwood Plaza property, S. 19-29 W. 60.88 feet; thence S. 80-15 E. 153.7 feet to a point on the east side of the 25-foot drive; thence N. 69-15 E. 181.7 feet to a point on the southwest side of White Horse Road; thence along said Road, N. 22-05 W. 51.7 feet to an iron pin in the line of property heretofore deeded to Luthi, et al; thence along the line of said Luthi Property, S. 69-15 W. 150 feet to an iron pin and N. 80-15 W. 143.4 feet to the point of beginning.

TOGETHER with and subject to the joint rights in the party walls of the buildings located on the premises. ALSO the non-exclusive rights to the use of the common areas designated on said plat for parking, sidewalk, 25-foot drive and 30-foot service and utility area.

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 any other equipment or 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.