

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

OCT 22 4 38 PM '71

OLLIE FARNSWORTH
R. M. C.

BOOK 1211 PAGE 147

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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 Forty Thousand and No/100-----

-----Dollars (\$ 40,000.00) due and payable

\$5,000.00 with interest each six (6) months until paid in full, with the final payment due April 22, 1976, commencing October 22, 1972.

with interest thereon from date at the rate of Seven (7%) per centum per annum, to be paid: semi-annually

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 145, on Plat of Chanticleer, Section 4, Part 2, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-F, Page 20, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Chapman Road, at the joint corner with Lots 145 and 146, and running thence with the line of Lot 145, S. 65-48 W. 132 feet to a point; thence N. 35-32 W. 182 feet to a point on the southern side of Garden Trail; thence with the southern side of said Trail, N. 61-20 E. 75 feet to a point; thence still with the southern side of said Trail, N. 71-50 E. 74.4 feet to a point; thence S. 62-54 E. 35.2 feet to a point on the west side of Chapman Road; thence with the west side of Chapman Road, S. 18-42 E. 54 feet to a point; thence still with the west side of Chapman Road, S. 24-42 E. 94 feet to an iron pin, the point of beginning.

Together with all and singular rights, members, herditaments, 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.