

FILED GREENVILLE CO. S. C.

1977 FEB 288

Mail to: Family Federal Savings & Loan Assn. Drawer L. Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 1st day of February 1977, between the Mortgagor, Perry S. Luthi... (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association... a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-four thousands & no/100... Dollars, which indebtedness is evidenced by Borrower's note dated February 1, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on First February, 1997.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots 3, 4, 5, 6 and 7 of property of Chapin Spring Land Company according to plat thereof prepared by R. E. Dalton, Engineer, May 1917, recorded in the RMC Office for Greenville County in Plat Book E at Page 41 and also shown as Lots 5, 6, 7, 8 and 9 according to a plat of property entitled Houston Property prepared by Carolina Engineering and Surveying Company, March 1961 and also shown on a plat of property of Robert L. Watkins prepared March 15, 1962 by Carolina Engineering and Surveying Company recorded in the RMC Office for Greenville County in Plat Book XX, at Page 77 as a resurvey of the above-entitled lots, said lots having been divided into four lots having a frontage on the southern side of Pearl Avenue of 63 feet each and a rear line of 62.5 feet each and having, according to the last-mentioned plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Pearl Avenue at the joint corner of an unnumbered lot and Lot 9 according to the Houston plat, which iron pin is 159.0 feet east of the intersection of said Pearl Avenue and Houston Street and running thence along the southern side of Pearl Avenue, N. 80-39 E. 252 feet to an iron pin at the corner of Lot 5 according to the Houston plat and running thence S. 2-0 E. 150 feet to an iron pin; running thence along the rear lines of Lots 5, 6, 7, 8 and 9 as hereinabove referred to on the Houston plat, S. 88-00 W. 250 feet to an iron pin at the joint corner of Lot 11 and Lot 9 and running thence along the rear lines of Lot 11 and an unnumbered lot, N. 2-0 W. 118 feet to the point of beginning.

This is the same property conveyed by Robert L. Watkins, Jr. and Tamara A. Watkins to Perry S. Luthi.

which has the address of 110, 112, 114, 116 Pearl Ave. Greenville South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

829-78 10

350 M

4328 RV-2