

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS SHALL COME

WHEREAS LUTHI'S, INC., PERRY S. LUTHI and HARRY B. LUTHI

hereinafter referred to as Mortgagor as well and to be indebted unto SOUTHERN BANK AND TRUST COMPANY

hereinafter referred to as Mortgagee as evidenced by the Mortgage's primary note of even date herewith in terms of which said note is hereby referred to in the sum of

EIGHTY-FIVE THOUSAND AND NO/100-----dollars \$ 85,000.00--- the said payable

\$1,076.75 per month commencing January 15, 1978 and \$1,076.75 on the 15 th day of each and every month thereafter until paid in full with the final payment due December 15, 1987.

with interest thereon from date hereof at the rate of nine (9%) per cent per annum to be paid monthly

WHEREAS, the Mortgagor may hereafter be liable to the said Mortgagee for such other sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public utility charges, repairs and other purposes.

NOW, KNOW ALL MEN, That the Mortgagee in consideration of the advanced \$85,000.00 and the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee in respect of the above described property by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) in the Mortgagee's behalf and to be paid by the Mortgagor at and before the making and delivery of these presents to the Mortgagee, for the purpose hereinafter expressed, has granted, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor as hereinafter expressed:

ALL that certain piece, parcel or lot of land with the improvements thereon hereinafter described that is, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, in Ward 1, described according to plat of property of Perry S. Luthi made September, 1958, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of West Washington Street said iron pin being 76.5 feet in a southeasterly direction from the intersection of Echols Street and West Washington Street; and running thence N 54-40 E 107.8 feet to an iron pin; thence S 45-54 E 54.7 feet to an iron pin; thence S 38-23 W 100 feet to an iron pin on West Washington Street thence along West Washington Street N 50-45 W 84.8 feet to an iron pin, the point of beginning;

ALSO: ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, situate, lying and being in the City of Greenville, on the east side of West Washington Street, being known and designated as Lot No. 8, and having the following metes and bounds, according to a plat made by C. M. Furman, Jr., dated April 15, 1920, and recorded in Plat Book E, at page 240, RMC Office for Greenville County.

BEGINNING on Washington Street, and running thence N 41-40 E 75 feet to an iron pin on a 10 foot alley; thence with said 10 foot alley, S 48-50 E 18 feet to an iron pin, corner of Lot No. 7; thence with line of Lot No. 7, S 41-40 W 75 feet to an iron pin on Washington Street; thence with Washington Street, N 48-50 W 18 feet to the beginning corner.

THIS is the same properties by Will from Olan S. Luthi to Perry S. Luthi and Harry B. Luthi dated July 30, 1965 and recorded in the Office of the Probate Judge on July 19, 1968. SEE Apartment 1038, File 21.

ALSO: ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in Greenville County, State of South Carolina, and in Ward One of the City of Greenville on the west side of North Main Street, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of North Main Street at the corner of lot now or formerly belonging to J.A. Piper, and running thence along the line of Piper's lot, N 70½ W 227 feet, more or less, to an iron pin at the rear corner of said lot; thence N 13½ E 95 feet to an iron pin at the rear corner of lot now or formerly belonging to A. H. Cottingham in the rear line of lot now or formerly belonging to T. S. Sloan; thence along the line of the Cottingham lot, S 70½ E 224 feet more or less, to an iron pin on the west side of North Main Street; thence along the line of North Main Street, S 18½ W 90.3 feet, more or less, to the beginning corner.

THIS is the same property conveyed by Perry S. Luthi as Trustee and Harry B. Luthi as Trustee to Luthi's, Inc. by deed dated July 1, 1975 and recorded December 15, 1977.

This last property described is subject to a valid lien and is therefore under second lien to the Mortgagor herein.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 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 casual 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 Mortgagee covenants that it is lawfully seized of the premises hereinafter described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or otherwise dispose of the premises 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 whatsoever lawfully claiming the same or any part thereof.

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