

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1438 PAGE 59

FEB 22 3 45 PM '79

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, ROBERT H. WYNNE, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto PERRY S. LUTHI

(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 Fifteen Thousand and No/100-----
Dollars (\$ 15,000.00) due and payable

One Hundred Twenty (120) days from date,

with interest thereon from date at the rate of nine (9%) per centum per annum, to be paid at maturity.

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:

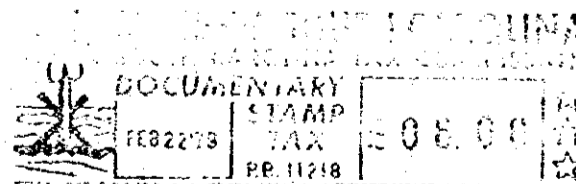
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No. 119, Section 2, Oak-Crest Subdivision, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book GG, Pages 130 and 131 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Lynhurst Drive at joint corner of Lot 63 and running thence along the Northern side of Lynhurst Drive, N. 75-35 E. 50 feet and N. 88-33 E. 50 feet to a pin at the corner of Lot No. 120; thence with the line of Lot 120, N. 6-46 E. 183.2 feet to a pin in the line of Lot 136; thence N. 60-48 W. 50 feet to a pin in the line of Lot 44; thence with the rear line of Lots 44 and 45 S. 60-02 W. 112.5 feet to a pin at the rear corner of Lot 163; thence with the line of Lot 163, S. 7-20 E. 165.4 feet to an iron pin, the point of beginning.

This being the same property acquired by the Mortgagor herein by deed of Perry S. Luthi dated February 21, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1097 at Page 278 on February 22, 1979.

Mortgagee hereby grants the Mortgagor the right to request a thirty (30) day extension on the note and mortgage executed this date covering this property. Mortgagee expressly agrees to pay that certain mortgage recorded in Mortgage Book 1246 at Page 390 from the Mortgagee to Fidelity Federal Savings and Loan Association when this note and mortgage is paid in full.

MORTGAGEE'S MAILING ADDRESS: 28 Howe Street
Greenville, S. C. 29601



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 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.

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