

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
JUN 24 PM '81
DEPT. OF RECORDS & ADMINISTRATION
GREENVILLE
SHERSLEY

1560 513
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, John M. Luther, his heirs and assigns forever:

(hereinafter referred to as Mortgagor) is well and truly indebted unto

HOUSEHOLD FINANCE CORPORATION of South Carolina

(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 Amount Financed of Fifteen thousand five hundred thirty-nine dollars and

*****57/100*****

Dollars (\$15,539.57****) due and payable

APR

with interest thereon from 12/23/81 at the rate of 18.000***** to be paid

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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

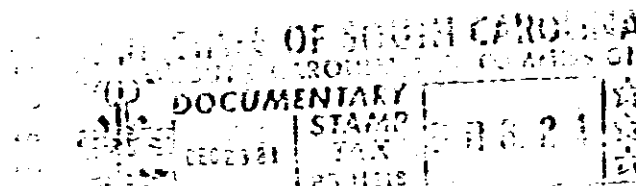
ALL that certain piece, parcel or lot of land situate, lying and being in Butler Township, County of Greenville, State of South Carolina, and being known and designated as Lot 1 as shown on a plat of Oak Meadows made by Freeland and Associates dated August 24, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6-V at page 11, containing 2.94 acres, more or less, reference being had to said plat for a more complete metes and bounds description.

This conveyance also includes an undivided one-eighteenth (1/18) interest in and to that certain unnamed road as shown on the above-referenced plat made by Freeland & Associates, said road leading into the development known as Oak Meadows and providing access to Lot No. 1, said road being a fee simple access road for the benefit of each and every lot as shown on said plat.

This conveyance is made subject to the protective covenants for Oak Meadows dated January 10, 1979 and recorded January 29, 1979 in the RMC Office for Greenville County in Deed Book 1090 at page 173 as well as to any other restrictions, easements or rights-of-way which are a matter of public record or which an inspection of the premises would or should reveal.

The above-described property is a portion of the same acquired by the Grantors by deed from Kenneth L. Holcombe, Jr., et al, dated October 3, 1978 and recorded October 13, 1978 in the RMC Office for Greenville County in Deed Book 1089 at page 860; the Grantor, Jack A. Burgess, Jr., also acquired an additional interest in this property by deed from W. H. Alford dated August 22, 1978 and recorded on October 13, 1978 in the RMC Office for Greenville County in Deed Book 1089 at page 822, and it is the intention of both Grantors herein to convey to the Grantee all of their interest, whenever and however acquired in and to this property.

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DEC 28 81



Jack A. Burgess Jr and Maria Julia Andraus

This is the same property as conveyed to the Mortgagor herein by deed dated June 4, 1979 by Burgess recorded on June 5, 1979 in book 1104 page 163 of the Office of Recorder of Deeds of Greenville County, South Carolina.

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 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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