

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
AND SPARTANBURG

FILED
GREENVILLE S.C.
JAN 3 2 22 PM '83
SONN
R.M.C.

1590-980

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OF SOUTH CAROLINA
CAROLINA TAX COMMISSION

DOCUMENTARY
STAMP
124.00
JAN-83
R.F. 1113

WHEREAS, HARRY B. LUTHI

(hereinafter referred to as Mortgagor) is well and truly indebted unto THORNWELL HOME FOR CHILDREN, also known as THORNWELL ORPHANAGE, INC., whose address is P. O. Box 60, Clinton, S.C., 29325,

(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 -----

Three Hundred Ten Thousand and No/100----- Dollars (\$ 310,000.00) due and payable November 1, 1989, as per the terms of said note,

with interest thereon from _____ date _____ at the rate of Twelve per centum per annum, to be paid: as per the terms of said note.

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, Chick Springs Township, City of Greer, lying on the east side of North Main Street, on the south side of Berry Avenue, and on the west side of Earle Street, being shown on a plat made for Sara J. Hartness by John A. Simmons, Registered Surveyor, dated June 20, 1964, recorded in the RMC Office for Greenville County, S.C., in Plat Book HHH at Page 3, and having the following courses and distances:

BEGINNING at an iron pin on the right-of-way line of North Main Street (old corner 8.6 feet west therefrom) and corner of Fred H. Reid's property and running thence with the Reid line S. 87-26 E. 229 feet to an iron pin; thence continuing with his line S. 87-30 E. 50 feet to an iron pin; thence continuing with the Reid line S. 0-29 E. 21 feet to an iron pin, corner with C. O. Berry Estate property; thence N. 88-55 E. 196.8 feet to an iron pin on the west side of Earle Street; thence with the margin of Earle Street N. 4-24 E. 292.2 feet to a stake at the intersection of Earle Street and Berry Avenue; thence along the south side of Berry Avenue N. 85-03 W. 518 feet to an iron pin on the right-of-way line of North Main Street; thence with the right-of-way line of North Main Street S. 3-22 E. 307 feet to the point of beginning, and containing 3.427 acres, more or less.

This being the same property conveyed to the Mortgagor by deed of the Mortgagee, to be executed and recorded of even date herewith.

ALSO: ALL that lot or parcel of land in Spartanburg County, State of South Carolina, in the Town of Landrum, located on the north side of East Rutherford Street, as shown on "Land Survey for Mrs. H. P. Earle Est." by J. Q. Bruce, Surveyor, on August 6, 1964, recorded in the RMC Office for Spartanburg County, S.C., in Plat Book 48 at Page 520, and being more particularly described as follows:

BEGINNING at an iron pin at edge of walk on north side of East Rutherford Street, corner of property of W. H. Bridgeman, and running thence with said street S. 71-25 W. 82.7 feet to nail; thence S. 73-16 W. 137.3 feet to an iron pin, corner of E. H. Jones Estate; thence with the Jones line N. 16-30 W. 80.7 feet to an old iron pin; thence with rear line of Jones property S. 72-20 W. 22 feet to an iron pin on edge of North Church Avenue; thence with said avenue N. 16-48 W. 129 feet to an old iron pin; thence S. 71-35 W. 16.7 feet to an old iron pin in center of said avenue; thence with said avenue N. 16-05 W. 73.1 feet to an old iron pin, corner of property now or formerly belonging to Mary H. Johnson; thence N. 69-30 E. 113 feet, crossing an old iron pin at 63 feet, to an old iron pin at the corner of property of Sarah Epton; thence with the Epton line N. 17-28 W. 125.3 feet to an old iron pin on the southeast side of East Earle Street; thence with said street N. 71-42

(Continued on attachment)

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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