

FEB 4 4 52 PM '83

BOOK 1593 PAGE 944

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DOHNIE TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Edwin Eugene Pitts,

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

Perry S. Luthi
28 Howe Street
Greenville, S. C. 29601

(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 THOUSAND

Dollars (\$ 3,000.00) due and payable

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known and designated as a portion of Lot No. 16 of the H. P. Hammett land and shown on plat recorded in Deed Book "HHH" at Page 836, R.M.C. Office for Greenville County, and being a part of the Eastern part of said lot and described as follows:

BEGINNING at a stake on the Southern side of Hammett Street and running thence in a Southernly direction 205 feet to a stake; thence in a Westernly direction 55 feet to a stake; thence with line of lot conveyed by Ernestine Willis by deed book 289, page 27, in a Northernly direction 200 feet, more or less, on the South side of Hammett Street; thence with said street in an Easternly direction 55 feet to the BEGINNING.

LESS, however, that property conveyed by Jesse Lee Cooper to Poe Mill.

This is the same property conveyed by deed of Charles J. Spillane and J. R. Cleveland to Margaret W. Pitts recorded June 28, 1973 in Deed Book 977 at Page 754, R.M.C. Office for Greenville County. Margaret W. Pitts died testate October 7, 1982 devising this property to the mortgagor as will appear by reference to Apartment 1727, File 6, Probate Court of Greenville County, South Carolina.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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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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