

RECORDS

VOL 1638 PAGE 515

REAL ESTATE MORTGAGE

FILED GREENVILLE CO S.C.

THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN Daisy L. Walker

JAN 1 1966
JOHN W. WALKER SLEY
A.M.C.

of the County of Greenville, State of South Carolina, hereinafter called the Mortgagors, send greeting

WHEREAS, the said Mortgagors are justly indebted to Luthi Mortgage Co, Inc, hereinafter called the Mortgagee, and have given their promissory Note therefore bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 2,000.00, together with interest on unpaid balances, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare immediately due and payable the entire unpaid principal balance hereof and accrued interest thereon, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee up to 10% of said unpaid balance for any litigation concerning the debt, and all other amounts secured hereby

see promissary note:

NOW KNOW ALL MEN that the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or hereon, to the Mortgagee, and also in consideration of the further sum of TEN DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real property:

All my right, title and interest in that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and having according to a survey of the property of Clifford Walker Estate made by R.K. Campbell, Registered Land Surveyor, on May 10, 1965, the following metes and bounds, to-wit:

BEGINNING at a point at the joint northeastern corners of Tract No. 1 and Tract No. 2 and running thence S. 20-22 E. 120 feet to an iron pin at the northwestern corner of Sumlar Drive; thence running S. 0-22 W. 120 feet to an iron pin at the joint front corners of Tract No. 2 and Tract No. 3; thence N. 89-38 W. 160 feet to an iron pin; thence S. 0-22 W. 291.7 feet to an iron pin on the north side of an "existing street"; thence S. 76-00 W. 225.6 feet along the line of the said "existing street" to an iron pin; thence N. 8-50 E. 555 feet to a point at the joint western corners of Tract No. 1 and Tract No. 2; thence N. 87-29 E. 114.7 feet to a point; thence N. 80-08 E. 142 feet to the point of beginning.

This being designated as Tract No. 2 according to said plat, and being the portion of the property of the Clifford Walker Estate agreed upon and allocated to the Grantee herein by the Partition Action of the Greenville County Court dated May, 1966.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever

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