

1-84-46

VOL 1600 PAGE 299

REAL ESTATE MORTGAGE

THE STATE OF SOUTH CAROLINA ) FILED THIS IS A THIRD MORTGAGE.  
COUNTY OF Greenville ) GREENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY COME Edna B. Eubanks

of the County of Greenville State of South Carolina, hereinafter called the Mortgagors, send greeting:  
R.H.C.

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 \$ 7,700.00 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 12% of said unpaid balance for any litigation concerning the debt, and all other amounts secured hereby.

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 herein, 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 that certain piece, parcel or lot of land in Greenville County, State of South Carolina, in the City of Greenville, being known and designated as the major portion of Lot 1, Block M, on plat of "Property of O. P. Mills" and shown by Plat thereof recorded in Plat Book "C" at page 176 and having the following metes and bounds, to-wit:

BEGINNING at a stake at the easterly corner of the intersection West Prentiss Avenue and Elm Street and running thence with the northwesterly side of Elm Street S. 44-33 E., 175 feet to a stake; thence N. 45-27 E., 70.9 feet to a stake; thence N. 44-33 W., 175 feet to a stake on the southeasterly side of West Prentiss Avenue; thence with said avenue S. 45-27 W., 70.9 feet to the beginning corner.

Being the same property conveyed to Edna Eubanks by deed of James L. Moorhead and Janet B. Moorhead dated January 8, 1970 in Deed Book 882 at page 567 in the RMC Office for Greenville County, South Carolina.

At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any person in any manner whatsoever (SEE BACK)

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.

And the Mortgagors do hereby bind themselves to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Mortgagee from and against themselves and all other persons lawfully claiming or to claim the same or any part thereof.

(CONTINUED ON NEXT PAGE)

020

4328-RV-2