

State of South Carolina

VOL 1687 PAGE 329

Mortgage of Real Estate

5

County of Greenville

THIS MORTGAGE made this 24th day of October, 1984

by Perry S. Luthi as Trustee for Kull Trust

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, S. C. 29602

WITNESSETH:

THAT WHEREAS, Perry S. Luthi as Trustee for Kull Trust

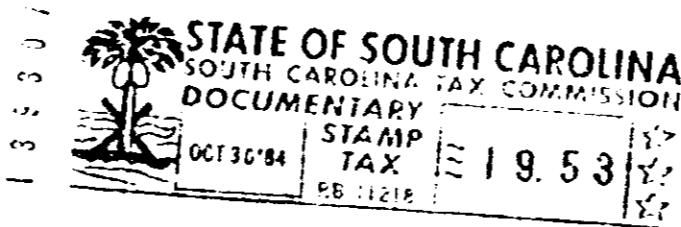
is indebted to Mortgagee in the maximum principal sum of Sixty five thousand four dollars and 88/100----- Dollars (\$ 65,004.88 ). Which indebtedness is evidenced by the Note of Perry S. Luthi as Trustee for Kull Trust of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of 10-24-89 which is five (5) years after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 65,004.88, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property: 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, near the city of Greenville, being in the intersection of Rangeview Circle and White Horse Road, and containing approximately six (6) acres, more or less. This is the same property shown on the Auditor's Block Book recorded in School District 308 as B-13.3-1-6, and is all of the remaining property on White Horse Road owned by the late States W. Jolly at the time of his death.

Less a tract of 100 feet fronting on the eastern side of White Horse Road and having a depth on the South of 454.5 feet and on the North 442.2 feet to Clarence E. Tolly and George F. Tolly, Jr., deed dated September 7, 1972, and a tract of 112 feet fronting on White Horse Road and having a depth of 110 feet conveyed to Lewis Stathous by deed dated January 14, 1974.

This is a portion of the property conveyed to States W. Jolly, by Ben Lewis. See deed recorded in Deeds Volume 179, page 214, and deed recorded in Deeds Book 937, at page 232.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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