

REAL ESTATE MORTGAGE

VOL 1693 PAGE 544

THE STATE OF SOUTH CAROLINA FILED
COUNTY OF GREENVILLE CO. S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN, W. Wayne Banks and Teresa Banks

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 \$ 3000.00 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.

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 tract of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots 64 and 65 as shown on plat of survey of S. C. Beattie Estate by J. C. Hill, August 10, 1966, and said plat being recorded in the RMC Office for Greenville, County in Deed Book 963, Page 180, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Long Shoals Road at joint front corner of Lots 66 and 65 and running thence along said joint line N 25-30 W. 191.6 feet to an iron pin; thence N. 49 E. 95 feet to an iron pin; thence N. 64-30 E. 115 feet to an iron pin at the joint rear corner of Lots 64 and 63; thence along said joint line S. 22-40 E. 198.6 feet to an iron pin on Long Shoals Road; thence along Long Shoals Road S. 65 W. 100 feet; thence continuing with said road S. 54-20 W. 100 feet to the beginning corner.

This conveyance is made subject to all recorded and existing easements rights-of-way, and restrictions pertaining thereto and as recorded in the RMC Office for Greenville County and as shown on said plat.

This is the same property conveyed to the Mortgagor by deed of James H. Dyer and Patsy H. Dyer dated April 18, 1983 and recorded in the RMC Office for Greenville County in Deed Book 1186, Page 698 on April 20, 1983.

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

(CONTINUED ON NEXT PAGE)

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

0 5 4 4

1328-172