

1695

REAL ESTATE MORTGAGE

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

FILED

DEC 19 3 48 PM '84

TO ALL WHOM THESE PRESENTS MAY CONCERN: Michael F. Smith and Rachel H. Smith

of the County of Greenville DONNIE S. TANKERSLEY
R.M.C. 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 \$ 2,250.00 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 15% 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 piece, parcel or lot of land situate, lying and being at Travelers Rest in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 19 of Sunny Acres as shown on plat thereon recorded in the RMC Office for Greenville County in Plat Book "BB" at page 168, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Paris View Avenue at the joint front corner of Lots Nos. 19 and 20 and running thence along the joint line of said Lots S29-30E 151.9 feet to an iron pin; thence S60-30W 75 feet to an iron pin; thence along the joint line of Lots Nos. 18 and 19 N29-30W 150.9 feet to an iron pin; thence along the southern side of Paris View Avenue N59-50 E 75 feet to the point of beginning.

This conveyance is made subject to any restrictions or easements that may appear of record on the recorded plat(s) or on the premises.

This is the same property conveyed to the mortgagor by deed of Jacob S. Gamble and Susan K. Gamble dated June 19, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1150 at page 349 on June 22, 1981. (CONTINUED ON NEXT PAGE)

4328-17-2