

FILED
GREENVILLE CO. S. C.

JAN 11 1980 REAL ESTATE MORTGAGE

VOL 1642 PAGE 609

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

J. RIVERSLEY
R.M.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN: we, John Rivers, Jr. and Janella L. Rivers
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 1% 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 situate, lying and being in Greenville County, South Carolina, being known and designated as Lot 1 on plat of Property of Otis Davis, which plat is recorded in Plat Book JJ, at page 8, in the RMC Office for Greenville County, and having such courses and distances as will appear by reference to said plat.

The above described property is the same conveyed to Janella L. Rivers by Helen Yeargin by two deeds, one recorded on July 13, 1979, in the R.M.C. Office for Greenville County in Deed Book 1106, Page 691, and one recorded on July 31, 1980, in Deed Book 1130, Page 90; and then, after a subsequent conveyance of an interest to Raymond Lake, Sr., having such interest re-conveyed to her by deed recorded on December 21, 1983, by deed recorded in Deed Book 1203, Page 19.

Mortgagee's address: 408 S. Main St., Greenville, S. C. 29601

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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