

110 Woodlawn Rd, Greenville, 29604
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

John G. Cheros (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto James Henry Tindal and William M. Tindal, Jr. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Seventy Three Thousand and

No/100-----December 1, 1978-----DOLLARS (\$ 73,000.00),

with interest thereon from ~~date~~ at the rate of eight per centum per annum, said principal and interest to be repaid: Payable interest only on June 1, 1979 and December 1, 1979, and payable thereafter in twenty equal semi-annual installments of \$3,650 each, plus interest, said principal and interest installments to commence June 1, 1980, and follow on the first day of each six months thereafter until paid in full.

Mortgagees agree to release all or part of the subject property upon substitution as collateral of a sum equal to \$30,000 for each acre released or \$175 for each front foot released, whichever sum is greater, in an escrow account to be held and disbursed by the depository subject to the terms of an escrow agreement of even date between the mortgagor hereto and Community Bank as Depository.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"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,

All that certain piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, on the northeastern side of New Buncombe Road (Poinsett Highway) and having according to plat prepared for Paris Mountain Commercial Properties by Webb Surveying and Mapping Company, Marcy 1973, the following metes and bounds: BEGINNING at an old iron pin on the southeastern corner of the intersection of South Parker Road with New Buncombe Road and running thence along the southern side of South Parker Road, N. 59-54 E. 390.71 feet to an old iron pin; thence S. 23-04 E. 732.86 feet to an iron pin; thence along line of property now or formerly of Gambrell, S. 47-59 W. 145.31 feet to an old iron pin on the northeastern side of New Buncombe Road; thence with the northeastern side of New Buncombe Road, N. 41-55 W. 773.79 feet to the beginning corner.

LESS, HOWEVER,

All that certain piece, parcel or lot of land containing approximately 12,000 square feet, with the building and improvements constructed thereon, situate in the State of South Carolina, County of Greenville, at the northeastern intersection of New Buncombe Road (Poinsett Highway) and South Parker Road (Davidson Road) and running thence along the right of way of South Parker Road N. 59-58 E. 120.0 feet to an iron pin; thence S. 41-55 E. 100.0 feet to an iron pin; thence S. 59-58 W. 120.0 feet to an iron pin in the right of way of New Buncombe Road (Poinsett Highway); thence with the right of way of said road, N. 41-55 W. 100.0 feet to an iron pin, the point of beginning.

Being the same property conveyed by Frances T. Mitchell, James Henry Tindal and William M. Tindal, Jr. by deeds recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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