

10/10/81 1981

MORTGAGE OF REAL ESTATE

BOOK 1545 PAGE 240

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
S. C.
11 PM '81
DEAN W. ASLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN S. BOULOS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto LBT ASSOCIATES, a general partnership,

(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 Nineteen Thousand and No/100-----

Dollars (\$19,000.00) due and payable

on the first day of each and every month, commencing August 1, 1981, and continuing on such basis until paid in full, in monthly installments of \$209.20 for the first 10 years at the interest rate of 12% per annum, said interest included in said installments, and \$226.40 for the last 10 years at the interest rate of 14% per annum, said interest included in said installments.

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 and being the greater portion of Lot No. 126 of Country Club Estates, plat of which is recorded in Plat Book G, Pages 190-1 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Arcadia Circle at the joint front corner of Lots Nos. 145 and 146 and running thence with the line of said lots S. 73-47 W. 154.3 feet to an iron pin; thence on a new line through Lot No. 126 N. 31-06 E. 132 feet to an iron pin on Arcadia Circle, the joint front corner of Lots Nos. 126 and 127; thence with curve of Arcadia Circle, the chords of which are S. 59-50 W. 52.6 feet and S. 39-15 W. 55 feet to the point of beginning.

The within described property is the same property conveyed by LBT Associates, a general partnership, to John S. Boulos by deed dated June 25, 1981, and recorded June 25, 1981, in the RMC Office for Greenville County, South Carolina, in Deed Book 1150, Page 598.

John S. Boulos, his heirs, executors and administrators, hereby assume and covenant to perform all of the terms and conditions of the obligations set forth in that certain Promissory Note executed by John T. Gilliam and Elizabeth Anne Gilliam delivered to Cameron-Brown Company in the amount of \$16,350 dated September 2, 1971, and that certain Mortgage, securing said Promissory Note of even date therewith, upon the property conveyed in the deed, which Mortgage is recorded in REM Book 1205, Page 169 in the RMC Office for Greenville County and which Mortgage was assigned to First Federal Savings & Loan Association of Pittsburg by Assignment dated February 15, 1972, and recorded April 3, 1972, in REM Book 1228 at Page 46, including, but not limited to, the obligation to repay the debt.

If all or any part of the property or an interest therein is sold or transferred by the Mortgagor without the Mortgagee's prior written consent, excluding a.) the creation of a lien or encumbrance subordinate to this mortgage, b.) the creation of a purchase money security interest for household appliances, c.) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or d.) the grant of any leasehold interest of three years or less not containing an option to purchase, the Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 7.60

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 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.

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

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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