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GREENVILLE CO. S. C.

BOOK 1213 PAGE 369

STATE OF SOUTH CAROLINA 19 3 46 AM '71  
COUNTY OF GREENVILLE OLLIE FARNSWORTH  
R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

The Peoples National Bank of Greenville, South Carolina, as Trustee, hereinafter referred to as Mortgagor, (SEND(S) GREETINGS:

WHEREAS, Theodore C. Theodorou, Steve Small and Charcoal Steak House, Inc., are well and truly indebted unto The Peoples National Bank of Greenville, South Carolina, in the full and just sum of ONE HUNDRED SIX THOUSAND AND 00/100 (\$106,000.00) Dollars, as evidenced by their Note of even date herewith, which Note provides for repayment, with interest at the rate therein specified, in installments of ONE THOUSAND, THREE HUNDRED FORTY THREE AND 00/100 (\$1,343.00) Dollars each on the 1st day of each month thereafter in advance until the principal sum, with interest, has been paid in full, such payments to be applied first to interest, computed monthly on the unpaid principal balance and then to payment of principal, with the last payment, if not sooner paid, to be due and payable ten (10) years after date; and

WHEREAS, this amount was borrowed by Theodore C. Theodorou, Steve Small and Charcoal Steak House, Inc., for the purpose of constructing certain improvements on the property herein described, which the said Theodore C. Theodorou leases from The Peoples National Bank of Greenville, South Carolina, which in turn holds title to said property as Trustee under the Will of W. J. Sullivan.

NOW, KNOW ALL MEN, That the mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

ALL that certain piece, parcel, or lot of land with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, lying on the Eastern side of the Augusta Road (Highway 25) in the City and County of Greenville, State of S. C., and being the Northern portion of a larger tract of land which is leased to Theodore C. Theodorou, and which larger tract is shown on a plat entitled "Plat of property of D. Stephan Small", which Plat is recorded in the R.M.C. Office for Greenville County in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, and has, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Augusta Road (Highway 25) at the joint corner of property of other property of The Peoples National Bank, and running thence with the Eastern side of Augusta Road, S. 9-05 E., 123 ft., more or less, to a point opposite the center of the joint wall between the portion of the building shown on said plat as "existing building" and "new construction" and running thence with the joint wall of said buildings in a Northeasterly direction to