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BOOK 1096 PAGE 399

The State of South Carolina,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, we, the said **ALEX KOUTSIUKIS AND JOHN KOUTSIUKIS, d/b/a Clock Drive-In #3 (Partnership)** hereinafter called the mortgagor(s) in and by **OUR** certain promissory note in writing, of even date with these presents, are well and truly indebted to **THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, (Greenville, S. C. Branch)**

hereinafter called the mortgagee(s), in the full and just sum of **Fifty Thousand and No/100-----**

-----DOLLARS (\$ 50,000.00), to be paid with interest on the unpaid principal computed from the date of each advance to the Undersigned at the rate of 7% per cent per annum (on 25% of the loan and 5 1/2% per cent per annum on 75% of the loan) payment to be made in installments as follows:

Five Hundred Fifty-three Dollars (\$553.00), payable monthly, beginning one month from the date hereof and Five Hundred Fifty-three Dollars (\$553.00) on the same day of each month thereafter, until the principal with interest to accrue thereon is fully paid; provided, however, unless sooner paid, the entire indebtedness shall be due and payable ten years from the date hereof. Each said monthly installment or any portion thereof, to be applied first to the payment of interest accrued to the date of receipt of said installment and the balance, if any, as a credit to principal.

at the rate of **as set forth above** Monthly percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **The South Carolina National Bank of Charleston, Its Successors and Assigns, Forever:**

ALL that lot of land with the buildings and improvements thereon, situate on the Southeast side of U. S. Highway No. 29 (also known as Wade Hampton Boulevard) and on the South side of S. C. Highway No. 291 (BY-Pass) in the City of Greenville in Greenville County, South Carolina, being shown as a major portion of Lot No. 13 and the Western portion of Lot No. 14 on plat of Property of A. B. Green made by Dalton & Neves Engineers, July 1937, recorded in the RMC Office for Greenville County, S. C., in Plat Book D, Pages 296 and 297, and having, according to a survey made by Piedmont Engineers and Architects on June 20, 1968, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast side of U. S. Highway No. 29, and runs thence along the line of Lot No. 12 as shown on said plat, S. 40-55 E. 460.2 feet to an iron pin; thence N. 3-07 W. 160 feet to an iron pin; thence N. 39-49 W. 135.4 feet to an iron pin; thence N. 21-44 W. 143.3 feet to an iron pin on the South side of S. C. Highway No. 291; thence along the South side of said Highway 291, S. 85-44 W. 107.1 feet to an iron pin at the intersection of said S. C. Highway No. 291 and U. S. Highway No. 29; thence along the Southeast side of said Highway 29, S. 48-25 W. 62 feet to the beginning corner.

FOR SATISFACTION TO THIS MORTGAGE...
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SATISFIED AND CANCELLED BY...
12th Feb. 77
3:51 PM 2174