

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRIS, JR., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE.

OLLIE FARNSWORTH
R.M.C. ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, I, FRANK BRASINGTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN KIRIAKIDES, AS SUCCESSOR AND/OR ALTER-NATE TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1968, BETWEEN GEORGE KIRIAKIDES AS GRANTOR AND GEORGE KIRIAKIDES AS TRUSTEE

(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 THIRTY-FIVE THOUSAND AND NO/100ths

Dollars (\$ 35,000.00) due and payable

in equal monthly installments of Three Hundred (\$300.00) Dollars on the 25th day of each calendar month, commencing May 25, 1969 and continuing thereafter until paid in full; payments applied first to interest, balance to principal; with interest thereon from date at the presently existing lawful maximum rate of Seven (7%) per centum, per annum, subject to an immediate increase in said rate to SEVEN-AND-ONE-HALF (7-1/2%) per centum per annum contingent upon (and calculated from) a change in the statutory laws of South Carolina making lawful said higher rate of 7-12%.

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, City of Greenville, being triangular in shape, located at the intersection of Capers Street and Augusta Street, and being shown as all of Lot No. 62 on plat of Crescent Terrace, prepared by R. E. Dalton, Engineer, in July 1919, which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book E, at Page 137, said lot beginning at corner of Lot No. 63 on said plat on the East side of Augusta Road and runs thence along the Eastern side of Augusta Road S. 46-21 E. 106.9 feet to corner on the Northern side of Capers Street; thence N. 5-41 W. 141.1 feet along Capers Street to Lot No. 63 on said plat; thence S. 43-39 W. 92 feet to the beginning corner.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.