

1003 Walnut Street, Kansas City, Mo. 64106
MORTGAGE OF REAL ESTATE—Offices of Cheros ~~XXXXXXXX~~ Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE, S. C.

BOOK 1499 PAGE 288

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DECEMBER 22 PM '80
GREENVILLE, S. C.
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN G. CHEROS and SYLVIA P. CHEROS

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CEN COR, INC.

(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 Sixty Five Thousand and no/100

-----DOLLARS (\$ 65,000.00--),
with interest thereon from date at the rate of 13% per centum per annum, said principal and interest to be repaid:

in six (6) equal amortized semi-annual installments of principal and interest to be applied first to interest on the unpaid balance and then to principal. This obligation may be prepaid in whole or in part at any time without penalty.

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:

TRACT #1 "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, containing 0.88 acres, as shown on a plat prepared by Market Insight Corporation by W. R. Williams, Jr., Surveyor, dated April 16, 1979, divided July 14, 1979, and recorded in the RMC Office for Greenville County in Plat Book 7-0 at page 15, and having such courses and distances as will appear by reference to said plat.

This property is subject to a 10 foot walk easement along a portion of the northern boundary of said property, and a 12 foot drive easement extending along a portion of the southern boundary, all as shown on said plat.

Also, all of the mortgagor's right, title and interest in and to a 25 foot wide easement for ingress and egress described in a deed from Market Insight Corporation to Cen Cor, Inc., dated August 31, 1979, and all other easements shown on the plat.

Being the same property conveyed by the Mortgagee herein to the Mortgagors herein by deed to be recorded herewith.

TRACT #2

ALSO, ALL that piece, parcel or lot of land consisting two acres, more or less, designated as Property of John G. Cheros and Sylvia P. Cheros on plat recorded in the RMC Office for Greenville County in Plat Book XXX at page 129, and having such courses and distances as will appear by reference thereto. Being the same property conveyed unto the mortgagors herein by deed of H. C. Harper and Hugh B. Croxton, recorded April 26, 1968, in Deed Book 843 at page 57.

Mortgagee acknowledges that the lien of this mortgage is junior to the lien of a mortgage to South Carolina National Bank in the amount of \$125,000.00 encumbering Tract #1 above. Mortgagee agrees that the lien of this mortgage shall be subordinate to the lien of any future first mortgage encumbering Tract #1 provided such first mortgage does not exceed \$125,000.00 and the interest on such first mortgage does not exceed 15%; provided, **

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.

**further that the mortgage to South Carolina National Bank is satisfied and there are no other liens of record against either property encumbered hereby other than the Fidelity Federal Savings and Loan Association mortgage encumbering Tract #2, having a current balance of less than \$40,000.00.