## Mortgage of Real Estate

County of Greenville SEP 30 11 47 11 192

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THE "MORTGAGOR" referred to in this Mortgage is Spiro Contis & Georgeos Koniditiotis

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box

608, Greenville, South Carolina 29602

to Mortgagee in the amount of \$130,000.00 , dated <u>September 29</u>, 1983 The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The

final maturity of the Note is <u>Harch 1</u>, 19.94 The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under

paragraph 13 below, shall at no time exceed \$\_\_\_\_\_\_\_, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving. Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or lot of land situate, lying and being on the eastern side of South Main Street (S.C. Highway 14) in the Town of Simpsonville, County of Greenville, State of South Carolina, and shown and designated as a .68 acre tract on a plat prepared by C. O. Riddle Co. for Spiro Conits dated June 29, 1982, and according to said plat, has the following metes and bounds to-wit:

BEGINNING at an iron pin on the eastern side of South Main Street (S.C. Highway 14) at the joint corner of this tract and property of Roberta Chiles McDougle, and running thence with the joint line of said tracts N. 66-04 E. 200 feet to an iron pin; running thence along a new line through property of Roy E. Nokleby,\* S. 15-41 E. 150 feet to an iron pin; thence continuing with a new line through property of Roy E. Nokleby S. 66-04 W. 200 feet to an iron pin on the eastern side of South Main Street (S.C. Highway 14); running thence with the eastern side of said Street N. 15-41 W. 150 feet to an iron pin, point of beginning.

\*As Trustee for Jeff Richardson, Jr., and Roy E. Nokleby under Trust Agreement dated August 9, 1976. THIS is the identical property conveyed to the Mortgagors herein by Roy E. Nokleby, as Trustee for Jeff R. Richardson, Jr., and Roy E. Nokleby under Trust Agreement dated August 9, 1976, by deed recorded in the R.M.C. Office for Greenville County July 15, 1982, in Deed Book 1170 at Page 162.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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