

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

1515-1982

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MIHAIL K. ZREK, Trustee for Mihail K. Zrek and Alexandros Zrek, under written agreement recorded March 24, 1981, in Deed Book 1144, page 940, in the RMC Office for Greenville County (hereinafter referred to as Mortgagor) is well and truly indebted unto R. W. DALTON

(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

One Hundred Eighty-five Thousand and 00/100-----Dollars (\$ 185,000.00) due and payable

with interest thereon from July 1, 1981 at the rate of 12-1/2 per centum per annum, to be paid: in monthly installments of interest only at the beginning of each month until January 2, 1982, at which time the full amount of the principal under said promissory note, together with any interest accrued thereon, shall be paid in full.

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, the Mortgagee's heirs, 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, with a two-story office building and parking, located at the southeastern corner of the intersection of East North Street (U. S. Highway I-385) and Broadus Avenue, in the City of Greenville, Greenville County, South Carolina, being shown and designated as the PROPERTY OF R. W. DALTON on a plat made by Dalton & Neves Company, dated March, 1972, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-M, page 201, reference to which is hereby craved for the metes and bounds thereof, together with all equipment and apparatus annexed as a part of the realty used in connection with the operation of the premises as an office building, and further together with all the mortgagor's rights, title and interest in and to the use of a sewer line on adjoining properties conferred under the terms of an agreement with Sol E. Abrams, et al, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 965, page 381, dated and recorded on January 23, 1973.

The above-described property is the same conveyed to the mortgagor by deed of mortgagee, by deed recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1150, page 983, on July 1, 1981, and is hereby conveyed subject to all rights of way and easements of public record and actually existing on the ground affecting said property.

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STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all 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 is 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.

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