

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James K. Apostoleu

Whereas, I the said James K. Apostoleu

in and by my certain Real Estate

well and truly indebted to James G. Apostoleu

in the full and just sum of Sixty Seven Hundred and No/100

(\$ 6,700.00) Dollars, to be paid at the rate of five hundred and no/100

(\$500.00) dollars on the 14th day of December, each and every year hereafter until the paid in full, the first such payment being due and payable on the 14th day of December, 1945.

for satisfaction Book 1088 Page 430
3 DAY OF JANUARY 1948
Office of the Registrar of Deeds FOR GREENVILLE COUNTY, S. C. No. 25743

with interest thereon from _____ date _____ at the rate of 4 per _____ per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 10 per cent. of the indebtedness as attorneys' 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 I, James K. Apostoleu

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said James G. Apostoleu

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said James K. Apostoleu

in hand well and truly paid by the said James G. Apostoleu,

at and before signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said

James G. Apostoleu, his heirs and assigns, forever, all that certain piece, parcel and lots of land lying and being about three (3) miles Northeast of the City of Greenville, County and State aforesaid, in a section known as Sans Souci, and being known and described as lots number 7, 8 & 9, as shown on a plat made by W. M. Rast, dated November 12, 1928, and being recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "H" at page 139, and having a frontage on the North side of Berkeley Avenue and having the following metes and bounds, to-wit:

BEGINNING at a point on Berkeley Avenue, joint corner of lots number 9 & 10 and running thence N. 31-58 W. 178.5 feet to the rear joint corner of lots #9 & 10; thence N. 58-00 E. 211.3 feet to an iron pin; thence S. 29-01 E. 206 feet to an iron pin on Berkeley Avenue; thence S. 65-10 W. 197.7 feet to the beginning corner.

This being the same property conveyed to me by deed of Mrs. E. B. Brigham, for Lots #8 & 9, deeds dated July 2, 1942 and August 5, 1942, respectively and recorded in the R. M. C. Office for Greenville County, S. C. in Book 245, page 385 and book 246, page 295 respectively and lot #7 conveyed to me by deed of Mrs. Ruth Gaynelle Edwards, deed dated July 2, 1942 and recorded in the R. M. C. Office for Greenville County, S. C. deed book 245, page 388.

Also all that certain piece, parcel and lots of land situate, lying and being in Greenville County, State of South Carolina, and being known and described as lots #260, 261 & 262 of the property of the Colonia Company as per plat of Dalton & Neves, dated February, 1938, and recorded in the R. M. C. Office for Greenville County, S. C. in plat book "J" pages 190 & 191 and having the following metes and bounds, to-wit:

BEGINNING at a point on the northwest side of Berkeley Avenue, joint corner of lots #263 & 264, and running thence S. 65-47 W. 251.6 feet to an iron pin on northwest side of Berkeley Avenue, corner of lot #260; thence N. 28-58 W. 195 feet to an iron pin, rear of Lot #260; thence N. 65-13 E. 267.7 feet to rear joint corners lots #263 & 264; thence S. 24-13 E. 197.5 feet to the beginning corner, joint corners lots #263 & 264 on northwest side of Berkeley Avenue.

This being the same property conveyed to me by deeds of following parties, dated as follows and recorded as follows: Lot #260, by deed of Colonia Company, dated July 1, 1942, and recorded in R. M. C. Office for Greenville, S. C. Vol. 245, page 320; lot #261 by deed of Colonia Company, dated September 18, 1942, recorded Vol. 247, page 290; lot #262 by deed of Colonia Company, dated August 6, 1942, recorded Vol. 247, page 291.