

BOOK 849 PAGE 192

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS we, James T. Siachos and Maria J. Siachos, of Greenville County well and truly indebted to Arthur T. Siachos

sum of Eight Thousand, One Hundred Eighteen and 86/100. (\$8,118.86) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: this mortgage shall only be payable in the event the said James T. Siachos and Maria J. Siachos fail to pay to the First Federal Savings and Loan Association of Greenville the sum of \$8,118.86 according to the terms of the contract. If all of said payments are made this mortgage shall become void. However, if said payments are not made and First Federal commences foreclosure proceedings, then and in that event, this mortgage shall immediately become due and payable, together

with interest from said time at the rate of six (6%) per centum per annum until paid; interest to be computed and paid at said time and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said James T. Siachos and Maria J. Siachos

In consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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 Arthur T. Siachos, his heirs and assigns forever; an undivided one-half interest in and to the following described property:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, on the northwest side of South Carolina Highway No. 291 (also known as the By-Pass between the Laurens Road and the Greenville-Spartanburg Super Highway) and having, according to a plat of property of Richard Furman Watson, Jr., et al, dated October, 1955 and recorded in the R. M. C. Office for Greenville County in Plat Book JJ at Page 63, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of South Carolina Highway 291, which iron pin is S. 22-00 W. 539.6 feet from the southwest corner of the intersection of South Carolina Highway 291 and Tower Drive, and is at the joint front corner of property herein mortgaged and property heretofore conveyed to Trumax, Inc., by deed recorded in the R. M. C. Office for Greenville County in Deed Vol. 539 at Page 117 and running thence along the property of Trumax, Inc., N. 68-00 W. 380 feet to an iron pin on the southeast side of a 20 foot alley, joint rear corner of property herein mortgaged and property of Trumax, Inc.; thence along the southeast side of said 20 foot alley, which alley is the property of Trumax, Inc., N. 22-00 E. 160 feet to a point on the southeast side of said 20 foot alley, joint rear corner of property herein mortgaged and property of David H. Garrett; thence along the line of property of David H. Garrett, S. 68-00 E. 380 feet to an iron pin on the northwest side of South Carolina Highway 291; thence along the northwest side of South Carolina Highway 291, S. 22-00 W. 160 feet to the beginning corner.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Arthur T. Siachos,

his Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.