

MORTGAGE OF REAL ESTATE—Offices of ~~██████████~~ & SPENCE Attorneys at Law, Greenville, South Carolina
CHARLES W. SPENCE
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Greenville, S. C. 29601

FILED
GREENVILLE CO. S. C.

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BOOK 1247 PAGE 395

STATE OF SOUTH CAROLINA,
ELIZABETH RIDDLE
R.M.C.
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS WE, PAUL G. ZAHARIS AND MARY B. ZAHARIS

are well and truly indebted to

CARLOS F. LINDSEY

in the full and just sum of TWENTY-THREE THOUSAND SIX HUNDRED TWENTY-FIVE & No/100ths Dollars, in and by our certain promissory note in writing of even date herewith, due and payable

~~1/1/72~~ /1/1/72/ /19/
Interest only from August 22, 1972, until January 22, 1973, to be payable January 22, 1973; then to be paid in quarterly installments over a five (5) year period with the first payment of One Thousand Four Hundred Twenty-Seven & 65/100ths (\$1,427.65) Dollars due on April 22, 1973, and a like amount on the same day of each third month thereafter until paid in full; privilege is hereby reserved to pay the whole or any portion at any time after January 22, 1973; said payments include principal and interest, together

with interest from and after at the rate of Seven & One-half per centum per annum until paid; interest to be computed and paid annually, 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 Paul G. Zaharis and Mary B. Zaharis

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 CARLOS F. LINDSEY, his Heirs and Assigns, forever;

ALL of that lot of land in the County of Greenville, State of South Carolina, being a portion of Tract 4 of the J. H. Ware Estate, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book A, at page 170, and having, according to a more recent plat entitled "Property of Carlos Lindsey" recorded in Plat Book 4-I, at page 19 (See Plat Book 4-L, at page 187, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of the White Horse Road at the corner of the 50 foot drive to Crown Duke Apartments, and shown in Plat Book 4-L, at page 187, and running thence along the southern side of said Road, N 61-34 E 184.6 feet to an iron pin; thence along the property of said Apartments, S 28-26 E 130 feet to an iron pin; thence S 58-54 W 189.6 feet to an iron pin on the eastern side of the White Horse Road; thence along said Road, N 25-20 W 75 feet to an iron pin; thence along said Road, N 27-50 W 64 feet to the point of beginning and being the same conveyed to the Mortgagors by Western Family Steak Houses, Inc., by deed to be recorded of even date herewith.

This property is subject to the following restrictions: (1) a 25 foot easement is reserved for ingress and egress for Carlos F. Lindsey, his heirs and assigns. Said easement to run along the rear property line abutting property owned by Crown Duke Apts. Bess K. Isham, her heirs

(continued)