

AFFIDAVIT
FILED

R.N.

BOOK 1264 PAGE 159

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE (S.C.)

MORTGAGE OF REAL ESTATE

JAN 22 9 10 AM '73
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

REGULATION NO. 22
COMPLIED WITH
1/22

WHEREAS GEORGE J. TZOUVELEKAS and Wife, IRENE SARIDES TZOUVELEKAS, both residents of Greenville County, South Carolina;

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THE PEOPLES NATIONAL BANK, Greenville, S. C.

(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

TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 27,500.00) due and payable in monthly installments of Three Hundred Thirty Three and 66/100 (\$333.66) Dollars, which amount includes interest at the rate of Eight (8%) per cent per annum, said payments to be applied first to interest due and balance to principal; said payments commencing on the first day of July, 1973 and on the first day of each month thereafter until principal and interest are fully paid; except that the final payment of principal and interest, if not sooner paid

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, its 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:

ALL THAT CERTAIN PIECE, PARCEL OR PLOT OF GROUND, situated in the City of Greenville, County of Greenville, State of South Carolina, lying on the West side of North Pleasantburg Drive (By-Pass 291); according to plat by Philip S. Finn Jr., P. E., dated December 12, 1972; said property being particularly described as follows:

BEGINNING at a point, the intersection of the South margin of East North Street and the West margin of North Pleasantburg Drive, and running South 8 degrees 47 minutes East, Three hundred ninety nine and five tenths (399.5') feet, along the West margin of North Pleasantburg Drive to a point; then South 81 degrees 13 minutes West, Sixty three (63.0') feet to a point (for the purpose of a tie-in); then starting at said point and running South 81 degrees 13 minutes West Eighty seven (87.0') feet to a point; then South 8 degrees 47 minutes East, Forty three (43.0') feet to a point; then North 81 degrees 13 minutes East, One hundred fifty (150.0') feet to a point on the West margin of North Pleasantburg Drive; then North 8 degrees 47 minutes West, Eighteen (18.0') feet to a point; then South 81 degrees 13 minutes West, Sixty three (63.0') feet to a point; then North 8 degrees 47 minutes West, Twenty five (25.0') feet to the starting point.

Being a portion of the property acquired by Irene S. Tzouvelekas, Mortgagor herein, from Alma B. Green by Deed of October 21, 1957, registered in Deed Book No. 586, page 324; and a portion of the property acquired by George J. Tzouvelekas and Irene S. Tzouvelekas, Mortgagors herein by Deed of October 2, 1961, from Pete Sasso, registered in Deed Book No. 684, page No. 33, Records of Office of R. M. C., Greenville County, South Carolina.

- * shall be due and payable on the first day of June, 1983; Mortgagors being hereby granted the right to prepay the balance due at any time during the term of this loan, principal and interest, without penalty.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 it 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.