

STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Carpenter Bros. Drug Company, a corporation created under the laws of South Carolina with its principal place of business at Greenville, South Carolina

hereinafter spoken of as the Mortgagor... send greeting.

WHEREAS, Carpenter Bros. Drug Company is

justly indebted to the METROPOLITAN LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New York, hereinafter spoken of as the Mortgagee, in the sum of Twenty-five thousand Dollars, (\$ 25,000.00), lawful money of the United States of America, secured to be paid by its certain bond or obligation, bearing even date herewith, conditioned for payment at the principal office of the said METROPOLITAN LIFE INSURANCE COMPANY, in the Borough of Manhattan, in the City and State of New York, of the sum of Twenty-five thousand Dollars, (\$ 25,000.00), on the first day of May in the year one thousand nine hundred and thirty-six, payable as follows: The sum of Three hundred seventy-five dollars (\$375.00) on November 1, 1926, and the sum of Three hundred seventy-five dollars on the first day of each May and November in each year thereafter up to and including November 1, 1935, the balance then due to be payable on May 1, 1936, and also interest upon said principal sum to be computed from the day of the date hereof, at and after the rate of six per centum per annum

payable semi-annually on the first days of every May and November from and after the date hereof until the aforesaid principal sum shall be fully paid, said principal and interest to be paid at the par of exchange and net to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided.

NOW KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with the interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever, all that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being

at the northeastern corner of Main Street and Court House Square, in the City of Greenville, in the State of South Carolina, being in shape a rectangle, being bounded on the North by lands of the estate of H.A. Cauble, deceased, and measuring thereon One hundred and fifty-two feet six inches (152' 6"), on the East by an alleyway fifteen (15') feet wide and measuring thereon twenty-seven feet (27') on the South by lot of C.A. McAlister and said Court House Square and measuring thereon One hundred and fifty-two feet six inches (152' 6"), and on the west by said Main Street and measuring thereon twenty-seven (27') feet; said lot having such shape, marks, measurements and boundaries as are shown on a plat thereof made by R.M. Mauldin, Surveyor, dated 17th of July, 1909, and being the same lot heretofore conveyed to the said Carpenter Bros. Drug Company by Alfred B. Carpenter, Thos. S. Carpenter, John L. Carpenter and Walter B. Carpenter, by deed dated 25th, day of June, 1909, recorded in the office of the Register of Deeds for said Greenville County in Deed Book Vol. 6, at page 4.

or if, the said premises are not maintained in a state of repair as they were at the date of this mortgage, reasonable depreciation excepted, and within sixty days after notice by the mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, the Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.

This Mortgage was authorized pursuant to a meeting of the stockholders of the Carpenter Bros. Drug Company, on January 22, 1926, held after more than thirty days notice, by a vote of all stock of the said corporation, directing, authorizing and empowering the officers to execute and deliver this mortgage and a bond in the penal sum of Fifty Thousand Dollars (\$50,000) conditioned upon the payment of Twenty-five Thousand Dollars (\$25,000) upon the terms and stipulations therein specified.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor... in and to said premises.

AND IT IS COVENANTED AND AGREED, by and between the parties hereto, that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, That if the said Mortgagor, its heirs, executors, administrators, successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said bond or condition, and the interest thereon, at the time and in the manner therein specified, then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives, or assigns, shall also be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceedings being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons bonded for payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are

See R. G. M. Vol 249 page 258

Mortgage 104

This is 124

RECORDED AND INDEXED IN THE OFFICE OF THE REGISTER OF DEEDS, GREENVILLE COUNTY, S. C. MAY 26 1936 8077