

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS:

That Belk Simpson Company, a corporation organized and existing under the laws of the State of South Carolina, having its principal office in the City of Greenville, State and County aforesaid, SEND GREETING:

WHEREAS, the said Belk Simpson Company

is indebted in and by a certain instrument in writing called Note, and hereinafter so referred to, bearing even date herewith, for the principal sum of Fifty Thousand (\$50,000.00) DOLLARS, payable to the order of THE PENN MUTUAL LIFE INSURANCE COMPANY, a corporation duly chartered under the laws of the State of Pennsylvania, at its Home Office in the City of Philadelphia, State of Pennsylvania, in gold coin money of the United States of America of the present standard of weight and fineness, as follows:

in any coin or currency which at the time of payment is lawful, legal, standard money of the United States of America for public or private debts, as follows: \$1250.00 semi-annually commencing May 9th, 1938, for a period of 1 1/2 years, balance of \$2,250.00 ten years after date.

SATISFIED AND CANCELED OF RECORD

7th DAY OF July 1936

Oliver Farnsworth

R.M.C. FOR GREENVILLE COUNTY, S. C.

AT 1.08 O'CLOCK P.M. NO. 11614

4 1/2% for the first five years
4 1/2% for the second five years

and bearing interest from date until maturity at the rate of 4 1/2 per cent. per annum, said interest being payable semi-annually on the 1st day of May and November in each and every year until the maturity of said Note, and if not so paid to bear interest at the same rate as the principal debt; said principal sum to bear interest after maturity at the rate of 8 per cent. per annum, payable semi-annually, and that the maker will pay ten per cent. of the amount then due, in addition to the principal and interest, as attorney's fees, if placed in the hands of an attorney for collection, after conditions broken:

NOW KNOW ALL MEN, That Belk Simpson Company, by its duly authorized officers, Wm. H. Simpson Vice-President and Dr. J. D. Simpson Secretary-Treasurer of the County and State aforesaid, in consideration of the said debt and Note aforesaid, and for the better securing the payment of the principal obligation, and interest thereon, herein described, and all renewal principal or interest obligations that may hereafter be given to evidence said principal or the interest upon the same during the said time of extension, in the event of any extension of time for the payment of said principal debt, and the performance of the covenants herein contained to the said The Penn Mutual Life Insurance Company, according to the condition of said Note, and also in consideration of the sum of One Dollar to it, the said Belk Simpson Company

in hand well and truly paid by the said The Penn Mutual Life Insurance Company, 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 The Penn Mutual Life Insurance Company, its Successors or Assigns:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville State and County aforesaid, on the West side of S. Main Street between Court St. and Mc Bee Avenue, and having, according to plat of Dalton & News, Engineers, dated September 1937, the following metes and bounds, to wit: Beginning at a point on the West side of South Main Street, which point is 75.6 ft from the S. W. corner of South Main Street and West Mc Bee Avenue and is on the dividing line between the 17" brick wall of the First National Bank Building on the north and the 17" brick wall of the mortgagor on the south, and running thence along the dividing line between said walls, N. 69 30 24. 70.6 ft. to a point at the Western end of the 17" brick wall of the mortgagor, thence continuing along the same course on the dividing line between the 17" brick wall of said bank on the north and the 4" brick wall of the mortgagor on the south 32.3 ft. to the Western end of said 4" brick wall of the mortgagor, thence continuing along the same course along the Southern face of the South 17" brick wall of Pol's Mc Bee Avenue property 67 ft. to the Western end of said 17" Pol wall, thence along the Western face of the Western wall of said Pol property N. 20-23 E. 15.25 ft. to the Southern face of the South wall of the property on Mc Bee Avenue belonging to the mortgagor (formerly the Mechanics Building, 2000 Building), thence along the Southern face of said wall N. 69 45 24. 48.35 ft. to a point on the Western face a 17" brick wall of the mortgagor, which point is on the dividing line of the property of the mortgagor and that now or formerly of Cleveland, thence along the Western face of said wall and along said dividing line S. 20-28 24. 57.7 ft. to a point on the North side of a 12 ft. private entrance or alley, thence along the Northern side of said alley N. 69 04 24. 118 ft. to a point on the East side of South Laurens Street, thence along the East side of South Laurens Street S. 20-128 24. 12' to a point on the Southern line of said 12' alley, thence along the Southern line of said alley S. 66 04 E. 118' to a point on the S. W. corner of the new 17" brick wall of the mortgagor, thence in a diagonal line through said 17" brick wall S. 71-03 E. 46' to a point 5" South of the Northern face of said new wall, which point is on the N. W. corner of a 12" wall on the Pol property which fronts on Main Street, thence along the dividing line between the 6" wall of the mortgagor on the north and the 12" wall of the Pol property on the south, S. 69-48 E. 100.6 ft. to a point in the center of a 17" party wall on the line between the property of mortgagor and Pol, thence along the center of said party wall S. 19.43 E. 15.54 ft. to a point in the center of said party wall, thence continuing along the center of said party wall S. 67-55 E. 89.4 ft. to a point on the Western side of South Main Street, thence along the Western side of said South Main Street N. 20-20 E. 51.55 ft. to the beginning corner.

Also all the right title and interest easements and privileges in and to the walls of the mortgagor and the walls of Pol, as more particularly described in the deed from W. C. Pol, Jr., et al to the mortgagor dated May 7 1937 and recorded in Vol. 198 page 329 in the office of the R. M. C. for Greenville County.

File Loss Clause.

It is expressly agreed that in the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to the mortgagor, its successors or assigns, and the mortgagor its successors or assigns, at its sole and absolute discretion may apply the same or a part thereof as a payment on account of the indebtedness secured hereby, whether or not then due and payable, or shall apply the same or a part thereof toward the completion of construction, repair or restoration of the mortgaged premises, either to the portion thereof by which said loss was sustained or any other portion thereof.

Law Mortgage Assigned to Mrs. W. C. Pol, Jr. 14th day of November 1936. Vol. 126-227 of R. E. Mortgages on Page 536.