

THE STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE.

WHEREAS, pursuant to more than 30 days' notice a meeting of the stockholders of Greenville Realty & Investment Company was held at the office of said corporation in Greenville, S. C., Feb. 5, 1925, at which meeting a resolution was duly adopted by all stock of said corporation directing, authorizing and empowering the officers of said corporation to borrow from C. M. McGee the sum of \$5,000.00 for one year, and to pay interest thereon from February 6, 1925, at the rate of 6% per annum, to be computed and paid semi-annually, and in order to secure repayment of said sum to execute and deliver to C. M. McGee the note and mortgage of said corporation, in accordance with the terms hereinafter set out, and to mortgage the premises hereinafter described; and

WHEREAS, It, the said Greenville Realty & Investment Company, pursuant to said resolution, in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to C. M. McGee in the full and just sum of Five Thousand (\$5,000.00) Dollars, to be paid February 6, 1926, with interest thereon from February 6, 1925, at the rate of 6 per centum per annum, to be computed and paid semi-annually, until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness, as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That it, the said Greenville Realty & Investment Company, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said C. M. McGee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it, the said Greenville Realty & Investment Company, in hand well and truly paid by the said C. M. McGee, at and before the signing 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 C. M. McGee:

All that certain lot, piece, and parcel of land situate, lying and being in the City of Greenville, County and State aforesaid, at the Southwest corner of Rhett and Markley Streets, and having, according to a plat made by W. D. Neves, the following metes and bounds, to-wit:

Beginning at an iron pin at the southwest corner of Rhett and Markley Streets, and running thence along the southern side of Rhett Street, S. 70-30 W. 100 feet to an iron pin on a corner of other property of J. Robt. Martin; thence S. 18-20 E. 123.6 feet to an iron pin, corner of Church property; thence along line of Church property, N. 70-30 E. 100 feet to an iron pin on the west side of Markley Street; thence along the western side of Markley Street, N. 18-20 W. 128.6 feet to the point of beginning, and being the same lot of land conveyed to this corporation by the said J. Robt. Martin, by deed dated February 6, 1925.

This mortgage is junior to a \$5,000.00 mortgage of J. Robt. Martin to Atlantic Life Insurance Company, which mortgage is recorded in Vol. 28, at page 422.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said C. M. McGee, his Heirs and Assigns forever. And it does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Premises unto the said C. M. McGee, his Heirs and Assigns, from and against itself and its Successors and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure the house and buildings on said lot in a sum not less than.....Dollars, in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its name and reimburse himself for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, it hereby assigns the rents and profits of the above described premises to said mortgagee, or his Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if it, the said mortgagor, does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor is to hold and enjoy the said Premises until default of payment shall be made.

IN WITNESS WHEREOF, the said granting corporation has caused its corporate seal to be hereunto affixed and these Presents to be subscribed by its duly authorized officers, L. C. Elrod, President, and A. L. Hicks, Secretary and Treasurer, on this, the 6th day of February, in the year of our Lord one thousand, nine hundred and twenty-five, and in the one hundred and forty-ninth year of the Sovereignty and Independence of the United States of America.

GREENVILLE REALTY & INVESTMENT COMPANY (L. S.)
By L. C. ELROD, President,
A. L. HICKS, Secy. & Treas.

Signed, Sealed and Delivered in the Presence of:
A. C. SPAIN, Jr.
JOHN McKAY.

STATE OF SOUTH CAROLINA, }
County of Greenville.

PERSONALLY appeared before me A. C. Spain, Jr., and made oath that he saw L. C. Elrod, as President, and A. L. Hicks, as Secretary and Treasurer, of Greenville Realty & Investment Company, a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written mortgage, and that he, with John McKay, witnessed the execution thereof.

A. C. SPAIN, Jr.

SWORN to before me this 27 day of February, A. D. 1925.
E. JORDAN (L. S.)
Notary Public for South Carolina.

Recorded February 27th, 1925

STATE OF SOUTH CAROLINA, }
County of Greenville.

FOR VALUE RECEIVED, I hereby assign, transfer and set over to Haynsworth & Haynsworth the within mortgage.
This 27th day of February, 1925.

C. M. McGEE.

In the presence of:
MADAH McGEE.
J. B. GOLPHIN.

Recorded February 27th, 1925.