

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

Whereas, pursuant to more than thirty (30) days' notice, upon the call of the directors of Conger & Gower Inc., a corporation created under the laws of South Carolina, with its principal place of business at Greenville, South Carolina, a meeting of the stockholders of said corporation was held at the office of said corporation in Greenville, S. C., July 27, 1932, at which meeting a resolution was duly adopted by a vote of all stock of said corporation directing, authorizing and empowering the officers of said corporation to execute and deliver to R. L. Simmons a note of the corporation in the sum of Four Thousand (\$4,000.00) Dollars upon the terms and stipulations therein specified, and, in order to secure the same the officers of said corporation were authorized, directed and empowered to execute and deliver a mortgage over certain property of the corporation which is hereinafter described, said mortgage to contain the terms and provisions hereinafter set forth; Now, Therefore, Know All Men By These Presents that pursuant to said resolution Conger & Gower Inc., a corporation created and existing under the laws of South Carolina, with its principal place of business at Greenville, S. C., sends greeting

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS, the said Conger & Gower Inc. a corporation chartered under the laws of the State of South Carolina, in and by its certain promissory note in writing, of even date with these presents, is justly well and truly indebted to R. L. Simmons in the full and just sum of Four Thousand (\$4,000.00) Dollars, to be paid one (1) year after date

with interest thereon from date at the rate of seven (7%)

per centum to be computed and paid 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 interest to be placed, 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 attorney's 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 the said Conger & Gower Inc. in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said R. L. Simmons according to the terms of the said note, and also in consideration of the further sum of Three Dollars (\$3.00) to it, the said Conger & Gower Inc. in hand well and truly paid by said R. L. Simmons at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto the said R. L. Simmons

All that parcel or tract of land situate in Grove Township County and State aforesaid, containing 91 acres, more or less, lying on the Piedmont Road about 2 miles from Piedmont, S. C. and designated as Lot no 1 in the survey of lands of A. C. McKee and bounded by lands of Robert Cleveland, Owens and Henry Sims; and being the same tract of land conveyed to J. W. Norwood by J. W. Gray, Master, August 14, 1911, deed to which is of record in Volume 14 at page 17; and being the same tract of land conveyed by W. P. Conger and J. G. Gower to the said corporation and designated in sub. head (12) in deed dated October 13, 1931, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Volume 128 at page 558.

For value received I hereby assign and set over to the Laurens Road Development Co. this mortgage and the note it secures. Without Recourse

Aug. 16th 1933 R. L. Simmons Witness: Henry Fairchild Geo. W. Johnson

Assignment recorded this 3rd day of October, 1940, at 4:31 P. M. #13923