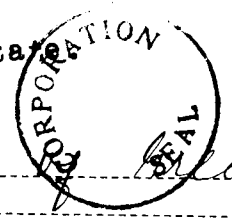


MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE. }

Mortgage of Real Estate



WHEREAS, Efird's Department Store of Greenville, S.C. SEND GREETING:

in and by \_\_\_\_\_ certain promissory note in writing, of even date with these presents, \_\_\_\_\_ well and truly indebted to SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Thirty-seven Thousand, Five Hundred and No/100 (\$37,500.00) DOLLARS, to be paid at its principal office in Greenville, S. C.

as follows:-  
Four Hundred (\$400.00) Dollars, to be paid on principal on the 1st day of April, 1937, and the sum of Four Hundred (\$400.00) Dollars on the 1st day of July, October, January and April of each year thereafter, up to and including the 1st day of October, 1946, and then the balance of the principal remaining unpaid on the 1st day of January 1947; with the privilege to the borrower to pay the whole of the principal remaining unpaid on any interest date after the fifth year, upon payment of an anticipation fee of one (1%) per cent of the amount so paid,

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of five (5%) per cent. per annum, to be computed and paid quarterly in each year until paid in full, all interest not paid when due to bear interest at the rate of \_\_\_\_\_ day of April, July, October and January unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 ten (10%) percent. 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 Efird's Department Store of Greenville, S.C. in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said SOUTHEASTERN LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to \_\_\_\_\_ the said Efird's Department Store of Greenville, S.C. in hand well and truly paid by the said SOUTHEASTERN LIFE INSURANCE COMPANY, 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 SOUTHEASTERN LIFE INSURANCE COMPANY

All the undivided one-half interest of Efird's Department Store of Greenville, S.C. in and to that piece, parcel or lot of land, with the buildings and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the West side of Main Street in the Block between McBee Avenue and Washington Street, and being more particularly described as follows:-

Beginning at a point at the corner of lot now or formerly belonging to N.L. Mauldin on the West side of Main Street and in the center of the brick division wall separating the said Mauldin property and the property herein described, and running thence with said Mauldin's line and with the center of said brick division wall 120 feet in a westerly direction to a point on the East side of a ten foot alley, said alley separating the lot herein described and the lot now owned by Southern Bell Telephone & Telegraph Company; thence at right angles with said first described line, and running in a Southerly direction with said alley 46 feet 4 inches to a point in line of property now or formerly owned by D. D. Davenport; thence in an easterly direction with said Davenport's line and with the center of the division wall, 120 feet to a point in the center of said wall on the west side of Main Street, thence with the west side of said Main Street in a Northerly direction 46 feet 4 inches to the point of beginning.

Together with all rights of the mortgagor in and to the party walls on the South and North side of the property above described, together with all its right, title and interest in and to a ten foot alley in the rear of the property, hereinabove described, which leads to Laurens Street.

The property herein described is the same conveyed to Efird's Department Store of Greenville, S. C. on October 1st, 1926, by deed of Robert I. Woodside, which is recorded in the R. M. C. Office for Greenville County in Deeds Volume 125, at page 112.

Whereas, pursuant to notice a meeting of the Directors of Efird's Department Store of Greenville, S. C., was held on December 21st, 1936, and a meeting of the stockholders of Efird's Department Store of Greenville, S. C., was held in the City of Greenville, S. C. on December 31st, 1936, at which meeting a majority of the stock of said corporation was represented, and by a majority vote of the Directors and the stockholders, the officers of Efird's Department Store of Greenville, S. C. were directed, authorized and empowered to borrow thirty-seven thousand, Five Hundred (\$37,500.00) Dollars from the Southeastern Life Insurance Company upon the terms and conditions as hereinafter stipulated, and to be repaid as hereinafter provided, and in order to secure the repayment thereof to execute and deliver to the Southeastern Life Insurance Company a mortgage containing the terms and stipulations hereinafter specified.

Now, therefore, Know all men by these presents that pursuant to said resolution of the stockholders and of the Board of Directors of said corporation, and by virtue of the authority therein contained, Efird's Department Store of Greenville, S. C., a corporation of South Carolina with its principal place of business at Greenville, S.C. by its duly authorized officers, Sends Greetings:-

For Extension Agreement, see R. E. M. Book 494, Page 155.

Paid in witness of King

*Handwritten notes:*  
9, 1937  
Satisfied and Canceled  
1 DAY OF APRIL 1937  
11:00 O'CLOCK P.M. NO. 112  
Name of Mortgagor  
By  
date

October and January