

## MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE, )

WHEREAS, pursuant to written notice, a meeting of the stockholders of Hotel Imperial, Inc., of Greenville, South Carolina, was held at Hotel Imperial, Inc. in the City of Greenville, South Carolina, on Friday, March 26, 1937, at which meeting all stock of said corporation was represented in person, and immediately following a meeting of the Directors of said corporation was held, at which meeting all of the Directors of said corporation were present, and by unanimous vote of all stock of said corporation and by unanimous vote of all Directors of said corporation, the officers of Hotel Imperial, Inc., of Greenville, South Carolina, were directed, authorized and empowered to borrow One Hundred Eighty Thousand and no/100 (\$180,000.00) 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, THEREFOR, 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, Hotel Imperial, Inc., of Greenville, South Carolina, a corporation of South Carolina, with its principal place of business at Greenville, S. C., by its duly authorized officers, SENDS GREETING:

WHEREAS, the said Hotel Imperial, Inc., of Greenville, South Carolina, in and by its certain promissory note in writing, of even date with these presents, is 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 One Hundred Eighty Thousand and No/100 (\$180,000.00) Dollars, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date at rate of six (6%) per centum per annum, payable quarterly, said interest to be paid on June 27, 1937, and on September 27, 1937, and thereafter both principal and interest being payable in lawful money of the United States on an amortization plan as follows:-

In thirty-nine (39) quarterly installments of Six Thousand Nineteen & 20/100 (\$6,019.20) Dollars each, and a final installment of Five Thousand Eight Hundred Eighty-nine & 60/100 (\$5,889.60) Dollars,  
 The first installment being payable on the 27th day of December, 1937,  
 The second installment being payable on the 27th day of March, 1938,  
 The third installment being payable on the 27th day of June, 1938,  
 The fourth installment being payable on the 27th day of September, 1938,  
 and the successive installments of the same dates in each succeeding year thereafter until the entire principal sum, with all interest thereon, is paid in full; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

Privilege is given to the borrower to make additional payments on account of the principal sum of said note upon any interest date after two and a half years from the date of said note upon giving ninety days' written notice of such intention to the holder of said note; provided, that if such additional payments are made during the period from December 27, 1939, and prior to December 27, 1941, the borrower agrees to pay a sum equal to 3% of the additional payments so made, and if such additional payments are made during the period from December 27, 1941, and prior to December 27, 1943, the borrower agrees to pay a sum equal to 2% of the additional payments so made, and if such additional payments are made during the period from December 27, 1943, and prior to December 27, 1947, the borrower agrees to pay a sum equal to 1% of the additional payments so made, said sums hereinabove mentioned to be paid as consideration for the privilege of making payment on account of principal in advance of the date of maturity.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any conditions, agreements or covenant contained herein, 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%) 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 Hotel Imperial, Inc., of Greenville, South Carolina, 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 it, the said Hotel Imperial, Inc., of Greenville, South Carolina, in hand well and truly paid by the said