

MORTGAGE OF REAL ESTATE

37276 PROVISIONS-LARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Annie McBee Moore, Hamlin B. McBee and Vardry McBee, and Oscar Hodges, Jr., Trustee under deed dated August 19, 1936, and recorded in the proper office in Greenville County, South Carolina, in Book No. 186, page 357, SEND GREETING:

WHEREAS, we, the said Annie McBee Moore, Hamlin B. McBee and Vardry McBee, and Oscar Hodges, Jr., Trustee as aforesaid, in and by their certain promissory note in writing, of even date with these presents, are well and truly indebted to William B. White, of Richmond County, Georgia, in the full and just sum of Eleven Thousand Five Hundred Dollars (\$11,500), due five years after date, with interest from date at the rate of six per cent per annum, to be computed and paid quarterly until said loan is paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and 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; said note further providing for an attorney's fee of ten per cent., besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we, the said Annie McBee Moore, Hamlin B. McBee, Vardry McBee and Oscar Hodges, Jr., Trustee as aforesaid, and for the better securing the payment thereof, to the said William B. White, according to the terms of said note, and also in consideration of the further sum of Three Dollars, to us, the said Annie McBee Moore, Hamlin B. McBee and Vardry McBee, and the said Oscar Hodges, Jr., Trustee as aforesaid, in hand well and truly paid by the said William B. White, at and before the signing of these presents, receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto the said William B. White, his heirs and assigns, :-

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the City of Greenville, County of Greenville and State of South Carolina, measuring 66 feet on Laurens Street, 100 feet on Coffee Street, and 135 feet on back line from Buncombe Street to Coffee Street and 120 feet on Buncombe Street; the said lot being the same which was conveyed to The Grand Opera House Company by C. C. Jones and J. H. Morgan and the same property which was conveyed to L. M. McBee by D. P. Verner, Master, by deed recorded in the R. M. C. Office for Greenville County, in Volume EEE at page 245, and on which the Virginia Hotel now stands.

It is understood and agreed that the lien of the within mortgage is junior to the lien of the mortgage held by Susan C. Gallivan on which there is due \$40,000 as of February 23, 1938; said mortgage being of record in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 200 at page 56.

Also, all the furniture, furnishings, machinery and equipment used in operating the said Virginia Hotel, including all furniture, furnishings, etc. in 60 rooms, lobby, office, bath-rooms, linens, spreads, blankets, mattresses, towels, electric fixtures, radiators, heaters, boilers, motors, bath-tubs and other bath-room fixtures, plumbing and heating fixtures, and such other goods, chattels and personal property of any character or description as may be now used in connection with the operation of said Virginia Hotel, or which may hereafter be placed thereon, or installed therein. And the said Mortgagors and each of them agree that during the existence of this mortgage they will not transfer or assign the lease of the said Hotel to any person or corporation without the consent of the said William B. White, his heirs or assigns.

And the said Annie McBee Moore, Hamlin B. McBee, Vardry McBee and Oscar Hodges, Jr., Trustee as aforesaid, agree that they will at all times, maintain, preserve and keep the buildings and other improvements on said premises in first class repair and will maintain the same fully equipped and furnished with all necessary furnishings, machinery and equipment suitable for the conduct and operation of a first-class hotel, and that they will from time to time make all needful repairs, replacements, alterations and renewals thereto or thereof, so that at all times the value of the security for the debt hereby secured and the efficiency of the property herewith conveyed, shall be fully preserved and maintained; and that they will promptly pay all taxes, and assessments against the said property, real and personal.

It is further understood and agreed that the lien of this Mortgage is to be Junior and inferior to such judgments as are of record against the said Hamlin B. McBee in the office of the Clerk of Court of Greenville County, South Carolina.

It is further understood and agreed that this mortgage, together with the note which the same secures, is given an additional and collateral security to an \$11,500 security deed

Handwritten notes:
1936
196
SATISFIED AND CANCELLED
18 DAY
FOR GREENVILLE COUNTY, S.C.
BOOK NO. #10450