

MORTGAGE OF REAL ESTATE

38575 PROVINCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE. )

WHEREAS, pursuant to notice a meeting of the stockholders of Mountain City Foundry and Machine Works was held at the office of the corporation in the City of Greenville on June 21, 1938, 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 in person and by unanimous vote of all stock of said corporation and by unanimous vote of all Directors of said corporation, the officers of Mountain City Foundry and Machine Works were directed, authorized and empowered to borrow Ten Thousand (\$10,000.00) Dollars from Southeastern Life Insurance Company upon the terms and conditions herein after stipulated, and to be repaid as hereinafter provided, and in order to secure the repayment thereof to execute and deliver to Southeastern Life Insurance Company a mortgage containing the terms and stipulations hereinafter set forth.

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, Mountain City Foundry and Machine Works, a corporation organized and existing under the laws of the State of South Carolina, with its principal place of business at Greenville, S. C., by its duly authorized officers, SENDS GREETING:-

WHEREAS, the said Mountain City Foundry and Machine Works, 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 TEN THOUSAND (\$10,000.00) DOLLARS to be paid at its Home Office in Greenville, S. C., as follows:-

- One Thousand (\$1,000.00) Dollars on June 21st, 1939;
- One Thousand (\$1,000.00) Dollars on June 21st, 1940;
- One Thousand (\$1,000.00) Dollars on June 21st, 1941;
- One Thousand (\$1,000.00) Dollars on June 21st, 1942; and
- Six Thousand (\$6,000.00) Dollars on June 21st, 1943;

with interest thereon from the date hereof at the rate of six (6%) per cent, per annum, payable on the 21st days of December and June of each year until paid in full, all interest not paid when due to bear interest at the rate of seven (7%) per cent. per annum.

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 condition, agreement 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 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 the said Mountain City Foundry and Machine Works, 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 Mountain City Foundry and Machine Works, in hand well and truly paid by the said SOUTHEASTERN LIFE INSURANCE COMPANY, at and before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said SOUTHEASTERN LIFE INSURANCE COMPANY;-

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being at the Northwest corner of the intersection of Academy and Whitmire Streets in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described as follows:-

BEGINNING at the corner of a brick building, which point is at the Northwest corner of the intersection of Academy and Whitmire Streets and running thence along the West side of Academy Street N. 25- $\frac{1}{2}$  E. 136 feet 2 inches, more or less to an iron pin at the Southwest corner of the intersection of Academy Street and Willow Alley (sometimes referred to as McDonald Street); thence along the South side of Willow Alley N. 70- $\frac{3}{4}$  W. 208 feet 3 inches, more or less to an iron pin at corner of property heretofore conveyed by this corporation to Greenville-Spartanburg & Anderson Railway Company; thence S. 52-46 W. 62 feet 9 inches, more or less, to an iron pin; thence S. 3 E. 149 feet 9 inches, more or less to an iron pin; on North side of Whitmire Street; thence with the North side of Whitmire Street N. 85 E. 87.5 feet, more or less to an iron pin; thence continuing with the North side of Whitmire Street S. 82-15 E. 100 feet, more or less to the beginning corner. Together with all buildings and improvements now located upon the land hereinabove described and all additions or replacements that may be placed thereon prior to the payment of the debt secured by this mortgage; also all fixtures, furnishings, equipment, tools, appliances and machines of every

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT, GREENVILLE, S. C., THIS 23rd DAY OF JUNE, 1938. 412-2800