

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE.)

Whereas, pursuant to a resolution of the Board of Directors of Independence Insurance Company, held after due notice, a resolution was adopted directing and authorizing the President and Secretary, on behalf of said Corporation, to execute and deliver to The Liberty Life Insurance Company a mortgage on the property hereinafter described in the sum of Fifty-five Thousand and no/100 (\$55,000.00) Dollars, in accordance with the terms, conditions and stipulations and provisions hereinafter set forth.

Now, Therefore, Know All Men By These Presents, that pursuant to said resolution, Independence Insurance Company, a corporation created and existing under the laws of South Carolina sends greetings:

Whereas, Independence Insurance Company in and by its certain promissory note in writing, of even date with these presents, is justly indebted to The Liberty Life Insurance Company in the full and just sum of Fifty-five Thousand and no/100 (\$55,000.00) Dollars, to be paid in semi-annual installments of Two Thousand Five Hundred (\$2,500.00) Dollars each on January 1st and July 1st in each year, beginning July 1, 1939, and the balance in full on or before Jan. 1st, 1950, with the right to anticipate payment of the principal in whole or in part, together with accrued interest thereon, at any time upon giving sixty (60) days written notice to the holder thereof, with interest thereon from Dec. 31, 1938, at the rate of five (5%) per centum per annum, to be computed and paid on the first days of January and July in each year until paid in full; all interest not paid when due to bear interest at the same rate as principal.

And it hereby agrees that if at any time any portion of the said principal or interest shall be past due and unpaid, the whole amount evidenced by said note shall, at the option of the holder thereof, become immediately due, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure the same for the purpose of collecting said principal and interest, with costs and expenses, on or protecting any security connected herewith.

And it further agrees hereby that if said note 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, an attorney's fee of three (3%) per centum, besides all costs and expenses incident upon such collection, shall be added to the amount due upon said note, and be collectible as a part thereof.

Now, Know All Men, That Independence Insurance Company, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Liberty 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 Liberty Life Insurance Company, in hand well and truly paid by the said The Liberty Life Insurance Company, at 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 The Liberty Life Insurance Company, the lands, buildings, attachments and fixtures hereinafter described, and for a term of years expiring March 31st, 2023, to wit:

"All that certain piece, parcel or lot of land situate on the East side of Main Street, in the City of Greenville, County and State aforesaid, and being more particularly described as follows:

Beginning at a point in the East side of Main Street, which point is at the northwest intersection of the Greenville Chamber of Commerce building and said Street, then turning an angle of 90 degrees to the left and running in an easterly direction for 101 feet, 10 inches along the outside of the North wall of said building and beyond said building in the same direction to a point in Court Street, which point is 31 feet, 2 inches from the outside of the South wall of the Palmetto Building, then turning an angle of 90 degrees to the right, and running through Court Street in a Southerly direction 42 feet, 5 inches to a point in said Street; then turning an angle of 90 degrees to the right, and running along said Street and the outside of the South wall of said Chamber of Commerce building in a westerly direction 101 feet, 10 inches to a point at the intersection of the said building and the East side of Main Street; thence turning an angle of 90 degrees to the right, and running in a northerly direction 42 feet, 5 inches along the East side of Main Street and the outside of the West wall of said building to the point of beginning.

Being the same lot of land of which Greenville Chamber of Commerce was given exclusive charge by Act of the Legislature, dated Feb. 2nd, 1923, Statutes of South Carolina, Vol. 33, page 688 and also being the same lot of land conveyed to Greenville Chamber of Commerce by City of Greenville by deed dated Dec. 15, 1923, recorded in Volume 100, Page 154, R. M. C. Office for Greenville County."

Also the building or buildings upon said tract of land, together with all wires, pipes and other attachments and fixtures, including heating plant.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or anywise incident or appertaining.

To Have And To Hold all and singular the Premises before mentioned unto the said The Liberty Life Insurance Company, its successors and assigns forever. And the said Independence Insurance Company does hereby bind itself, its successors and assigns to warrant and forever