

MORTGAGE OF REAL ESTATE

38576 PROVENCE-JARRARD 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 16, 1936, and recorded in the proper office in Greenville, South Carolina, in Book 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 our 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 Twelve Hundred and Fifty Dollars (\$1250.00), due Feb. 23, 1943, with interest from May 23, 1940, 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., Trustees 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 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 Earnings Street, 100 feet on Coffee Street, 120 feet on Buncombe Street, and 135 feet on back line from Buncombe Street to Coffee Street.

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 in 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 line of the mortgage held by Susan C. Gallivan on which there is due \$40,000.00 as of April 2, 1940 said mortgage being of record in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 200, at page 56; and is also subject to the lien of a prior mortgage given by the parties of the first part to the said William B. White, to secure a prior indebtedness of \$11,500.00, dated Feb. 23, 1938, and properly recorded in the R. M. C. Office in Greenville County, South Carolina. Subject also to all existing recorded judgments against Hamlin B. McBee and mortgage of \$500.00 TO W. B. McGowan dated Feb., 20, 1939 recorded in said office in mortgage book 284 at page 231.

Also, all the furniture, furnishings, machinery and equipment used in operating 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