

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL, CO., CHARLESTON, S. C. 14566-8-13-40

THE STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. B. Orders, doing business under name of Orders Mattress Company SENDS GREETING:

Whereas, I the said J. B. Orders, doing business under name of Orders Mattress Company in and by my certain promisory note in writing, of even date with these presents, am well and truly indebted to The Peoples National Bank of Greenville, S. C., in the full and just sum of nine-thousand dollars (\$9000.00), to be paid two-hundred fifty-dollars on the 18th of July, 1941 and two-hundred fifty dollars in quarterly succession thereafter until April 18, 1946 to which time the remaining balance shall be due and payable, with interest thereon from date at the rate of five per centum per annum, to be computed and paid quarterly until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 deeded by the holder thereof necessary for the protection of his 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 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 I, the said J. B. Orders, doing business under name of Orders Mattress Company, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Peoples National Bank of Greenville, S. C., according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said J. B. Orders, doing business under name of Orders Mattress Company, in hand well and truly paid by the said The Peoples National Bank of Greenville, S. C. 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 Peoples National Bank of Greenville, S. C., the following described property;

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, just outside the limits of the City of Greenville, West of Rutherford Street, known as Lot No. 13 on plat of property of The Salvation Army made by R. E. Dalton, Engineers, and recorded in R. M. C. Office for Greenville County in Plat Book F, at page 247 and having the following courses and distances:

Beginning at a stake on the South side of Fair Street, corner of Lot No. 12 (which stake is 186 feet from the intersection of Rutherford Road and Fair Street) and running thence with Fair Street South 89-34 West 57.5 feet to stake, corner of Lot No. 14; thence with line of Lot No. 14 South 0-30 West 135.5 feet to stake; joint corner of Lots No. 13, 14, 15 and 16; thence with line of Lot No. 16 North 81-20 East 58.25 feet to stake, joint corners Lot 12, 13, 16 and 17, and thence with line of Lot No. 12 North 0-30 East 127.2 feet to the beginning corner on Fair Street. This being the same property conveyed to the within mortgagor by The Salvation Army by Deed dated June 20, 1940 recorded in the R. M. C. for Greenville County in Deed Book 172, at page 242.

Also, All of those two certain lots of land, situate just outside the limits of the City of Greenville, in said County and State, and known and designated as lots 11 and 12 of the Salvation Army property as shown by plat recorded in Plat Book F, at page 247 and is fully described in deed recorded in Deed Book 172 page 158 as follows:

Beginning at a stake on the South side of Fair Street at corner of a 10 foot alley and running thence with Fair Street S. 89.34 W. 111 feet to a stake at corner of lot 13; thence with line of lot 13 S. 0.30 W. 127.2 feet to stake; joint corner of lots 12, 13, 16 and 17; thence N. 81.20 E. 112.45 feet to stake on a 10 foot alley; thence with said alley N. 0.30 E. 111 feet to the beginning corner. This being the same property conveyed to the within mortgagor by the Greenville Community Hotel Corporation by deed dated August 8, 1939, recorded in the R. M. C. office for Greenville County in Deed Book 217 at page 390.

Also, All that piece, parcel or lot of land in Greenville Township, County and State aforesaid, just outside the Corporate limits of the City of Greenville, near Rutherford Street and having the following metes and bounds:

Beginning at a stake on the south side of Grant Street at corner of lot heretofore sold by L. A. James to Payne Oil Co. and running thence along the south side of Grant Street S. 81-20 W. 229 ft., more or less, to stake; thence S. 0-28 W. 21 ft. to stake in middle of old G. & L. Railroad; thence S. 0-28 W. 21 ft. to stake on line of H. E. Stewart home place; thence N. 81-20 E. 229 ft. more or less along line of H. E. Stewart home place to stake at corner of Payne Oil Co. lot; thence along the rear line of Payne Oil Co. lot N. 0-30 E. 42 ft. to the beginning point; a plat of same being recorded in Vo. UU, Page 61 R. M. C. Office, Greenville