

## MORTGAGE OF REAL ESTATE

1 1937 Chevrolet 2-ton truck, Motor #530188; 1 1939 Chevrolet 2-ton truck, Motor #2459984;  
 1 1936 Chevrolet 2-ton truck, Motor #1323071; 1 1936 Chevrolet 2-ton truck, Motor #6079222;  
 1 1936 Chevrolet 2-ton truck, Motor #6267386; 1 1934 Chevrolet 2-ton truck, Motor #310699; 1 1935  
 $\frac{1}{2}$  ton truck, Motor #4943229; 1 1939 Chevrolet  $\frac{1}{2}$  ton truck, Motor #2648642; 1 1937 Chevrolet  $\frac{1}{2}$  ton  
 truck, Motor #598054; 1 1931 Ford  $\frac{1}{2}$  ton truck, Motor #3927584; 1 1930 Ford  $\frac{1}{2}$  ton truck, Motor  
 #3659802; 2 Vilter Ice Machines; 2 G. E. electric motors; 1 Ice freezing tank; 420 cans, 1 brine  
 cooler; 2 Horizontal ammonia condensers; 1 American Automatic Ice Machine; 1 Vertical agitator;  
 1 low pressure air blower; 1 1,000 pound electric crane; 1 Marvel Scoring Machine; 2 Ice Crushers;  
 3 centrifugal pumps and motors, and all piping and piping connections, and 6 sets of cold storage  
 coils.

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

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said Carolina Life  
 Insurance Company, its successors and Assigns forever.

And we do hereby bind ourselves, our successors and assigns, to warrant and forever  
 defend all and singular the said Premises unto the said Carolina Life Insurance Company, its  
 successors, and Assigns, from and against ourselves, our successors and Assigns and all other  
 persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagors, their  
 successors and assigns, shall and will insure the house and buildings on said lot, and keep the  
 same insured from loss or damage by fire to the extent of the indebtedness and assign the Policy  
 of Insurance to the said Carolina Life Insurance Company, its successors or assigns, and in case  
 that they shall, at any time, neglect or fail so to do, then the said Carolina Life Insurance  
 Company, its successors or assigns, may cause the same to be insured in their own name, and  
 reimburse themselves for the premium and expenses of such insurance, together with interest on the  
 amount so paid, at the rate of five (5%) per cent. per annum from the date of such payment, under  
 this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the  
 debt hereby secured be paid, the said Mortgagors, their successors or Assigns, shall and will pay  
 all taxes on the property hereby mortgaged, when due and payable; and in case they fail to do so,  
 the said Mortgagee, its successors or Assigns, may pay said taxes, together with any costs or  
 penalties; incurred thereon, or any part thereof, and reimburse themselves for the same, together  
 with interest on the amount so paid, at the rate of five (5%) per cent. per annum, from the date  
 of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to  
 these Presents, that if we the said Mortgagors do and shall well and truly pay, or cause to be  
 paid, unto the said Carolina Life Insurance Company, its successors or assigns, the said debt or  
 sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent  
 and meaning of the said note and all sums of money provided to be paid by the Mortgagors, their  
 Heirs, Executors, Administrators or Assigns together with the interest thereon, if any shall be due,  
 under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and  
 be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that Mortgagors are to hold and enjoy  
 the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED, BETWEEN THE SAID PARTIES, that in case the debt  
 secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage  
 be foreclosed, or put into the hands of an Attorney for collection, suit, action or foreclosure,  
 the said Mortgagors, their Heirs, Executors, Administrators or Assigns, shall be chargeable with  
 all costs of collection, including ten (10%) per cent. of the principal and interest on the  
 amount involved as Attorney's fees, which shall be due and payable at once; which charges and fees,  
 together with all costs and expenses, are hereby secured, and may be recovered in any suit or  
 action hereupon or hereunder.

Witness the hand and seal of the undersigned by the hand of its President & Secretary  
 hereunto duly authorized, this 8th day of December in the year of our Lord one thousand nine  
 hundred and forty-one and in the one hundred and sixty-sixth year of the Sovereignty and  
 Independence of the United States of America.

Signed, sealed and delivered  
 in the presence of:

Eugene Bryant  
 C. M. Gaffney, Jr.

Textile Ice and Fuel Company, Inc. SEAL  
 By: Walter Dobbins L.S.

President

Mrs. T. B. Williams, Sec'y.