

## MORTGAGE OF REAL ESTATE

WALKER, EVANS &amp; COOPER, CHARLESTON, S. C. 14986-6-13-40

STATE OF SOUTH CAROLINA, )

COUNTY OF GREENVILLE. )

WHEREAS, pursuant to written notice, a meeting of the stockholders of The Barringer Hotel Company was held in the Hotel Columbia in the City of Columbia, South Carolina, on April 15th, 1942, 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 The Barringer Hotel Company were directed, authorized and empowered to borrow Twenty Thousand (\$20,000.00) Dollars from Liberty Life Insurance Company upon the terms and conditions as hereinafter stipulated and to be repaid as hereinafter provided, and in order to secure the repayment thereof, to execute and deliver to Liberty Life Insurance Company a mortgage containing the terms and stipulations hereinafter specified.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that pursuant to a resolution of the stockholders and of the Board of Directors of said corporation and by virtue of the authority therein contained, The Barringer Hotel Company, a corporation of South Carolina, with its principal place of business at Greenville, S. C., by duly authorized officers, SENDS GREENVILLE

WHEREAS, the said The Barringer Hotel Company, in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to LIBERTY LIFE INSURANCE Company, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Twenty Thousand (\$20,000.00) Dollars, to be paid at its Home Office in Greenville, S. C., together with any accrued interest thereon, on September 27th, 1947, with interest thereon from the date hereof at the rate of five (5%) per cent. per annum, payable on May 1st, 1942, and thereafter to be paid quarterly on the first day of August, November, February and May 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.

Privilege is given the borrower to make additional payments on the principal of this indebtedness, or to pay the loan in full, on any interest payment date.

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 thereon, 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 The Barringer Hotel Company, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said 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 The Barringer Hotel Company, in hand well and truly paid by the said LIBERTY 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 LIBERTY LIFE INSURANCE COMPANY:-

All that certain lot of land situate in Ward Three of City of Greenville, County of Greenville, State of South Carolina, at the Southwest corner of West Washington Street and South Richardson Street, measuring 83 feet on West Washington Street, and having, according to survey of same made by Dalton & Neves, Engineers, March, 1928, the following notes, bounds, courses and distances:-

BEGINNING at the Southwest corner of the intersection of West Washington and South Richardson Streets, and running thence with the West side of South Richardson Street S. 20.0 W. 145 feet to iron pin; thence along line of property now or formerly of C. S. James, N. 69-39 W. 143.5 feet to iron pin; thence N. 20.0 E. 50 feet to iron pin; thence S. 69-39 E. 60.5 feet to an iron pin; thence along the line of other property now or formerly of C. S. James on West edge of Hotel wall, N. 20.0 E. 95 feet to iron pin on South side of West Washington Street; thence along the South side of said Street, S. 69-39 E. 83 feet to the point of beginning, this being the same property on which is located the Hotel Greenville.

Being the same property conveyed to Hotel Imperial, Inc., (the corporate name subsequently being changed by amendment of its charter to The Barringer Hotel Company) of Greenville, South Carolina, by deed dated February 23, 1935, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 172, at page 182.

TOGETHER with all buildings and improvements now located upon the land hereinabove described and all additions