

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA.

WALKER, EMME & CORNWELL CO., CHARLESTON, S. C. 14566-9-12-40

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CONGER REALTY COMPANY, in the State aforesaid, send Greeting;

WHEREAS, the undersigned CONGER REALTY COMPANY, IN AND by its certain bond or obligation bearing even date herewith, stand firmly held and bound unto the AMERICAN TRUST COMPANY of Charlotte, N. C., in the penal sum of THREE HUNDRED FORTY-SIX THOUSAND DOLLARS, (\$346,000.00), conditioned for the payment in lawful money of the United States in the full and just sum of THREE HUNDRED FORTY-SIX THOUSAND DOLLARS, (\$346,000.00), as in and by said bond and conditions thereof, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, that the undersigned, CONGER REALTY COMPANY, in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said bond, and also in consideration of Three Dollars to it in hand well and truly paid by the said American Trust Company, at and before the sealing and delivery of these presents the receipt whereof it is hereby acknowledged, have granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto the said American Trust Company:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, at the Northwest corner of Ackley Street and the Laurens Road, near the City of Greenville, being the Southeast portion of Tract No. 1 as shown on plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book H, at Page 227, and having, according to survey of Property of Conger Realty Company made by Dalton & Neves, Engineers, in May, 1941, the following metes and bounds:

BEGINNING at an iron pin at the Northwest corner of Ackley Street and Laurens Road, and running thence with the Northern side of Ackley Street, S. 64-35 W. 314.7 feet to an iron pin, corner of Lot No. 10 of other property of L. L. Bates, and running thence with the line of said lot and continuing N. 28-25 W. 250 feet to an iron pin; thence continuing with the line of other property of L. L. Bates, N. 64-35 E. 381 feet to an iron pin; thence continuing in the same direction approximately 1 foot to the edge of the concrete sidewalk on the Laurens Road; thence with the edge of said sidewalk, S. 55-30 E. 288.7 feet to a point on Ackley Street; thence with Ackley Street approximately 1 foot to an iron pin at the Beginning corner; subject however, to the right of way of the South Carolina State Highway Department over a 9 foot strip adjoining the concrete sidewalk on the Laurens Road.

Being the same property conveyed to Conger Realty Company by deed of L. L. Bates, recorded in the Office of the Register of Mesne Conveyance for Greenville County in Book of Deeds 233, Page 310.

It is understood that this is one of a set of security instruments of even date herewith securing the indebtedness herein mentioned and secured.

Together, with all and singular the rights, members, appurtenances 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 American Trust Company, its successors and assigns forever. And the said Conger Realty Company does hereby bind itself, its successors, executors and assigns, to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said American Trust Company, its successors and assigns, from and against the undersigned, its successors and assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

And it is agreed, by and between the parties hereto, that the said Mortgagor, its successors or assigns, shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire, with loss made payable to the said Mortgagee, for an amount not less than \$35,000.00 in such company as shall be approved by the said Mortgagee, its successors or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof the said Mortgagee, its successors or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon from the date of its payment.

And it is further agreed, in the event of other insurance and contribution between the insurers, that said Mortgagee, its Successors and assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage. And it is agreed, by and between the said parties, that if the said Mortgagor, its successors or assigns shall fail to pay all and any taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, its successors or assigns, may cause the same to be paid together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.

And it is agreed, by and between the said parties, that upon default being made in the payment of principal