

THE STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Katherine C. Ross

SEND GREETINGS:

Whereas, I the said Katherine C. Ross  
in and by my certain promissory 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 Ten Thousand & No/100 (\$10,000.00)  
Dollars, to be paid April 28th, 1944

*Said and satisfied in full this the 25 Day of Feb. 1944  
The Peoples National Bank  
Greenville, South Carolina  
Hopkins, Baskier*

with interest thereon from date the of the rate of five per centum per annum, to be computed and paid semi-annually

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 deemed 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 in either of said cases the mortgagor promises to pay all costs and expenses including 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 I the said Katherine C. Ross

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 Katherine C. Ross

in hand well and truly paid by the said The Peoples National Bank of Greenville, S. C.

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said

*Witness  
Hill  
Highpower*

*RECORDED AND CANCELLED  
RECORD DAY OF FEB. 1944  
Ollie Spivey  
S. C. FOR GREENVILLE COUNTY, S. C.  
# 1980*

The Peoples National Bank of Greenville, S. C.

All that lot of land in Greenville Township, County and State aforesaid, and having the following metes and bounds, to-wit:

BEGINNING at the point of intersection of the southern line of a 10 foot alley with the western line of South Spring Street, which said point of intersection is distant southwardly 110 feet from the southwestern intersection of E. Washington St., and S. Spring St., thence from said beginning point along the said Western line of S. Spring St. S. 22-42 W. 90 ft. to a point; thence from said point N. 69-39 W. 55.7 ft. to a point on the Western face of the brick wall between the property hereby conveyed and the property adjoining the same on the west; thence from said point along said face of said wall, N. 21-55 E. 90 ft. to a point on south line of said 10 foot alley; thence along said southern line of said 10 foot alley S. 69-39 E. 57 feet to the point of beginning.

This conveyance, however, is expressly made subject to that easement of right of way through, over and along and upon a portion of the above described premises as set forth and described in that certain deed from Thos. P. Reynolds, S. A. Neale & Richard C. Walden, III to Liberty Investment Company dated Oct. 1, 1933 and recorded in book 170 page 277 in the R. M. C. Office for Greenville County, S. C., and subject further to the rights of said Liberty Investment Co., its successors and assigns to use and occupy a portion of said right of way for its ticket booths, advertising displays and other uses incidental to the operation of its theatre, as set out in said deed. This conveyance is also made subject to the rights of said Liberty Investment Co., its successors and assigns, to use and enjoy that portion of the brick wall adjoining the above described property on the west as the same is now used as a part of the wall of the theatre building of said Liberty Investment Co., as set out and described in the above mentioned deed to said Liberty Investment Company. It is further understood and agreed that this conveyance shall include the rights of the present and future owners of the above described property to use and enjoy the windows in the western wall of the above described property as the same now exists with the right to have sills and frames thereof overhang, and with the further right from time to time to go upon the property of said Liberty Investment Co., its successors and assigns, in order to repair said wall and said windows as set out in said deed to said Liberty Investment Co.

It is further understood and agreed that this conveyance is made subject to all duties, rights and obligations of the parties to said deed to said Liberty Investment Co., as the same affect the property hereby conveyed.

It is also understood and agreed that this conveyance is made subject to a certain agreement between Ed. C. Curdts, Robert Wilson and J. W. Norwood, with Nellie H. Mackey, dated April 17, 1919, and recorded May 29, 1919 in Book "37" at page 587, in the R. M. C. Office for Greenville County, S. C., and a certain agreement of Ed Curdts and Robert Wilson with T. C. Gower and W. D. Parrish dated April 21, 1925, and recorded April 22, 1925, in Book "101", page 381 in the R. M. C. Office for Greenville County, S. C.

This being the same property as that conveyed to the within Mortgagor by C. M. Bauskett, by deed dated October, 28, 1943.