

MORTGAGE OF REAL ESTATE

4228 PROVISIONS-LARRARD OR - GREENVILLE

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

The Mortgage Assigned to *Laurens S. Barringer*
on 10 day of June 1945. Assignment recorded
in Vol. 433 of R. Mortgages on Page 10

WHEREAS, pursuant to written notice, a meeting of the stockholders of Myers-Pitts Hotel Company was held at the office of the company in the City of Greenville, South Carolina, on ¹⁹⁴⁵ February 5th, 1945, at which meeting all stock of said corporation was represented, 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 Myers-Pitts Hotel Company were directed, authorized and empowered to purchase from The Barringer Hotel Company the property hereinafter described, and in order to secure the credit portion of the purchase price, to execute and deliver to The Barringer Hotel Company a mortgage containing the terms and stipulations hereinafter specified.

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

WHEREAS, the said Myers-Pitts Hotel Company, in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to THE BARRINGER HOTEL COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, to be paid at its Office in Columbia, S.C., together with interest thereon from February 1, 1945 until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Handwritten: 12 DAY MONTHLY PAYMENTS
SATISFIED AND CANCELLED OF RECORD
J. G. [Signature]
M.C. FOR GREENVILLE COUNTY, S. C.
NO. 27113

Beginning on the 15th day of March, 1945, and on the 15th day of each month thereafter, the sum of Twelve Hundred Fifty (\$1,250.00) Dollars, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of January, 1955, and the balance of said principal then remaining due and interest to be due and payable on the 15th day of February, 1955; the aforesaid monthly payments of Twelve Hundred Fifty (\$1,250.00) Dollars each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

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 thereof, who may sue thereon and foreclose this mortgage; and in case this 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%) percent. 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 MYERS-PITTS HOTEL COMPANY, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said THE BARRINGER HOTEL COMPANY, according to the terms of the said note, and also in consideration