

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,  
County of GREENVILLE

I, C. J. FUTRELL

SEND GREETING:

WHEREAS, I the said C. J. Futrell

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to COLONIAL STORES INCORPORATED ~~SOUTHEASTERN LIFE INSURANCE COMPANY~~, in the full and just sum of Two Thousand and No/100 (\$2,000.00) DOLLARS, to be paid at its ~~Home~~ Office in Atlanta, Georgia together with interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 13th day of July, 1946, and on the 13th day of each month of each year thereafter the sum of \$ 15.82, to be applied on the interest and principal of said note, said payments to continue up to including the 13th day of May, 1961 and the balance of said principal and interest to be due and payable on the 13th day of June, 1961; the aforesaid monthly payments of \$ 15.82 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 2,000.00 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.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 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 I, C. J. Futrell Colonial Stores Incorporated in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SOUTHEASTERN LIFE INSURANCE COMPANY~~ Colonial Stores Incorporated according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said C. J. Futrell Colonial Stores Incorporated in hand well and truly paid by the said ~~SOUTHEASTERN LIFE INSURANCE COMPANY~~ Colonial Stores Incorporated at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said ~~SOUTHEASTERN LIFE INSURANCE COMPANY~~ Colonial Stores Incorporated:

All that piece, parcel or lot of land, with the buildings and improvements thereon, situated lying and being in Greenville Township, Greenville County, State of South Carolina, known as Lot No. 35 of Block "E" of Cagle Park, as shown on plat recorded in Plat Book "C", page 738 and described as follows:

BEGINNING at an iron pipe on Tindal Avenue, corner of Lot No. 34 and runs thence S. 0-53 E. 150 feet to an iron pipe; thence S. 89-07 W. 61 feet to an iron pipe; thence N. 0-53 W. 150 feet to an iron pipe on Tindal Avenue, corner of Lot No. 36; thence with said Avenue N. 89-07 E. 61 feet to the beginning corner. This being the same lot of land conveyed to C. J. Futrell by Frances M. Orr by deed to be recorded herewith.

This lien of this mortgage is junior in rank to the lien of a mortgage given by the said C. J. Futrell to Liberty Life Insurance Company and to be recorded herewith.

*Paid and certified  
this 15th day of May  
Colonial Stores Incorporated  
J. B. Paddock, Treasurer*

*Witnessed:  
B. B. Boat  
S. S. Bowen*

SATISFIED AND CANCELLED OF RECORD  
DAY OF MAY  
1950  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:08 O'CLOCK P. M. NO. 11650