

MORTGAGE OF REAL ESTATE-G.R.E.M. 9

WHEREAS at a meeting of the Board of Directors of Acme Realty Company held at Greenville, S.C., on 5th day of May, 1947, the undersigned officers were authorized on behalf of Acme Realty Company to borrow STATE OF SOUTH CAROLINA, the sum of \$10,000.00 from Liberty Life Insurance Company and to secure the same by a mortgage on the property hereinafter described and this mortgage is executed by the undersigned officers pursuant to the power and authority vested in them by said resolutions,

ACME REALTY COMPANY - - - - - SEND GREETING:

WHEREAS, - - - the said Acme Realty Company, a corporation organized under the laws of the State of South Carolina,

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 Ten Thousand & no/100 (\$10,000.00 DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four and one-half (4 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 5th day of June, 1947, and on the 5th day of each month of each year thereafter the sum of \$ 103.70, to be applied on the interest and principal of said note, said payments to continue up to including the 5th day of April, 1957, and the balance of said principal and interest to be due and payable on the 5th day of May, 1957; the aforesaid monthly payments of \$103.70 each are to be applied first to interest at the rate of four and one-half (4 1/2%) per centum per annum on the principal sum of \$ 10,000.00 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 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 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 centum 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 Acme Realty 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 Acme Realty 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, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY. its successors and Assigns, forever:-

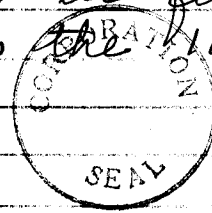
All that certain lot or parcel of land situate, lying and being on the North side of West McBee Avenue in the block between Richardson and Academy Street, in the City and County of Greenville, State of South Carolina, and having according to a survey made by Dalton & Neves, Engineers, May 1926 the following metes and bounds, to-wit:-

BEGINNING at a point on the North side of West McBee Avenue, the center of a 17-inch brick wall, which point is 142.75 feet West of Richardson Street, and running thence with the center of said wall N. 18-34 E. 95.4 feet to a point in the center of said wall; thence still with center of said wall and on N. 18-01 E. 105 feet to an iron pin; thence N. 68-03 W. 48 feet to an iron pin; thence S. 21-26 W. 200 feet to a point on West McBee Avenue; thence with said Avenue, S. 67-58 E. 58.75 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Atlantic Life Insurance Company dated June 1, 1938 and recorded in the R.M.C. Office for Greenville County in Deed Book 204 at page 359.

This mortgage shall rank equal in priority with the lien of that mortgage given by the Acme Realty Company to Southeastern Life Insurance Company (now Liberty Life Insurance Company) in the original sum of \$35,000.00 dated June 30, 1941 recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 303, page 218.

Paid in full and satisfied This the 10th day of January, 1951.



Liberty Life Insurance Company By Wm. P. Anderson, Treasurer.

Witnesses: E. Claire Boyd, C. Marshall.