

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

WHEREAS, at a meeting of the Board of Directors of Shepsal Realty Corp. held at the office of the Company at 350 Fifth Avenue, Empire State Building, Room No. 1521, New York, N.Y., on June 9th 1947, by resolution duly adopted, the undersigned officers were authorized on behalf of Shepsal Realty Corp. to borrow the sum of \$150,000.00 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 resolution.

SHEPSAL REALTY CORP. SEND GREETING:

WHEREAS, - - - the said Shepsal Realty Corp.

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 One Hundred Fifty Thousand & no/100 (\$150,000.00) 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 (4) % per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 12th day of July, 1947, and on the 12th day of each month of each year thereafter the sum of \$ 1,519.50, to be applied on the interest and principal of said note, said payments to continue up to including the 12th day of May, 1957, and the balance of said principal and interest to be due and payable on the 12th day of June, 1957; the aforesaid monthly payments of \$ 1,519.50 each are to be applied first to interest at the rate of four (4) % per centum per annum on the principal sum of \$ 150,000.00 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 - - - the said Shepsal Realty Corp. 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 the said Shepsal Realty Corp. 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 piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the block bounded by Hammett Street, Henry Street, Goldsmith Street and McKoy Street (formerly known as David Street) and West of the New Buncombe Road, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lots 90, 91, 92, 93, 94, 101, 102, 103, 104 and 105 and the strip formerly shown as an alley on plat of H. P. Hammett Lands made by William F. Lee, June 3-18, 1903, recorded in the R.M.C. Office for Greenville County, in Deed Book 000, page 260, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the West side of the New Buncombe Road, said point being where the Northwest side of Hammett Street intersects with the Southwest side of Henry Street and running thence along the Northwest side of Hammett Street, S. 48-30 W. 380 feet, more or less, to an iron pin at the point where the Northwest side of Hammett Street intersects with the Northeast side of McKoy Street; thence along the Northeast side of McKoy Street, N. 41-30 W. 510 feet to an iron pin at point where the Northeast side of McKoy Street intersects with the Southeast side of Goldsmith Street; thence along the Southeast side of Goldsmith Street, N. 48-30 E. 380 feet to an iron pin at the point where the Southeast side of Goldsmith Street intersects with the Southwest side of Henry Street; thence with the Southwest side of Henry Street, S. 41-30 E. 510 feet to the beginning corner.

This is the same property conveyed to Shepsal Realty Corp. by deed of Piedmont Shirt Company dated July 5, 1945 recorded in the R.M.C. Office for Greenville County, S.C., in Deed Book 277 at page 38.