

# State of South Carolina,

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
MAY 15 3 50 PM 1958  
OLLIE FARNSWORTH  
R. M. C.

ROADWAY EXPRESS, INC.

SEND GREETING

WHEREAS, the said Roadway Express, Inc., a corporation chartered and existing under the laws of the State of Delaware, and owning property and having a place of business in Greenville, South Carolina,

in and by its certain promissory note in writing, of even date with these presents is well and truly indebted to The Equitable Life Assurance Society of the United States

in the full and just sum of Eighty-five Thousand and No/100ths (\$85,000.00) DOLLARS, to be paid at its principal office New York City, N.Y.,

interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in quarterly installments as follows:

Beginning on the 1st day of September 19 58, and on the 1st day of each succeeding December, March, June and September of each year thereafter the sum of \$ 2,159.00

interest and principal of said note, said payments to continue up to and including the 1st day of March 19 73, and the balance of said principal and interest to be due and payable on the 1st day of June 19 73

the aforesaid quarterly payments of \$ 2,159.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 85,000.00

so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly payment shall be applied on account of principal, interest from date until June 1, 1958, to be paid together with the first instalment of principal and interest.

All instalments 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 instalment or instalments, or any part hereof, 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 (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 Roadway Express, Inc.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Equitable Life Assurance Society according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

the said Roadway Express, Inc. in hand and truly paid by the said The Equitable Life Assurance Society of the United States

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released,

and by these Presents do grant, bargain, sell and release unto the said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES:

All that piece, parcel or tract of land, with all buildings and improvements thereon, or to be constructed thereon, situate, lying and being near Greenville, S.C., in the County of Greenville, State of South Carolina, on the Southwestern side of Beverly Road, containing 15.22 acres, more or less, and being shown and designated as Tract No. 1 on plat for Roadway Express, Inc. prepared by Piedmont Engineering Service, dated November 29, 1955, and recorded in the R.M.C. Office for Greenville County in Plat Book "EE" at page 153 and having according to said plat and also according to a revision of said plat prepared by Piedmont Engineering Service, dated April 19, 1957, the following metes and bounds:

BEGINNING at a point in the center line of the Beverly Road at new joint corner of Tracts Nos. 1 and 2 and running thence along the new line S. 46-52 W. 401.6 feet to an iron pin; thence S. 37-55 E. 159.3 feet to an iron pin in line of P & N Railroad right-of-way; thence along said right-of-way S. 46-17 W. 991.7 feet to an iron pin; thence N. 50-50 W. 192 feet to an iron pin on branch; thence following the said branch as the line N. 34-30 W. 165.5 feet to an iron pin; thence N. 46-15 W. 178.2 feet to an iron pin; thence N. 54-21 E. 606.8 feet to an iron pin; thence N. 23-22 E. 618 feet to a point in center line of Beverly Road; thence along the center of said Road S. 77-52 E. 96.7 feet to a point; thence S. 68-43 E. 122.8 feet to a point; thence S. 60-29 E. 180.5 feet to a point; thence S. 70-0 E. 178.4 feet to a point; thence S. 80-40 E. 11.5 feet to the point of beginning.

(continued-reverse side)

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 5 PAGE 231

SATISFIED AND CANCELLED OF RECORD  
DAY OF Feb 1962  
Ollie Farnsworth  
R. M. C. OF GREENVILLE COUNTY, S. C.  
AT 11:00 O'CLOCK P. M. NO. 2011

An Extension of the term of the mortgage by the holder, Ollie Farnsworth, to the date of the recording of this mortgage, is hereby acknowledged.