

JAN 9 4 31 PM 1959

State of South Carolina

COUNTY OF GREENVILLE

COMMODITY WAREHOUSE COMPANY, INC., a corporation chartered under the laws of the State of South Carolina, SENDS GREETING:

WHEREAS, the said Commodity Warehouse Company, Inc.

in and by its certain promissory note in writing, of even date with these presents is well and truly indebted to The South Carolina National Bank, Greenville, South Carolina, in the full and just sum of Three Hundred Twenty Thousand and No/100ths (\$ 320,000.00) DOLLARS, to be paid at its office in Greenville, S. C., 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: Interest from date, due and payable March 15, 1959, and on the 15th day of each and every succeeding month of each year thereafter the sum of \$ 3,395.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of February 1969, and the balance of said principal and interest to be due and payable on the 15th day of March 1969; the aforesaid monthly payments of \$ 3,395.00 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 320,000.00 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 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 Commodity Warehouse Company, Inc., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The South Carolina National Bank according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it the said Commodity Warehouse Company, Inc. in hand and truly paid by the said The South Carolina National Bank 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 SOUTH CAROLINA NATIONAL BANK:

All that certain piece, parcel or tract of land, containing 9.309 acres, more or less, situate, lying and being in the vicinity of White Horse Road, near the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat prepared by the Office of Chief Engineer, Piedmont and Northern Railway Company, Charlotte, North Carolina, dated June 13, 1955, (DRWG T-329) and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book EE at page 133, the following metes and bounds:

STARTING at a stake in the Easterly margin of right-of-way of Piedmont and Northern Railway main line track, said stake being located 42.50 feet from the center of the track, measured at right angle, said stake being the Northwesterly corner of property of Greenville Concrete Company, formerly Tract No. 1 of property which was conveyed by Piedmont and Northern Railway Company to Poinsett Brick and Tile Company by deed dated December 19, 1949; thence with the line of Greenville Concrete Company N. 49-00 E. 826.54 feet to a stake; thence N. 19-41 W. 322.03 feet to a stake which is the point or place of beginning of the tract or parcel of land covered by the within mortgage; running thence from said point or place of beginning N. 19-41 W. 1350.00 feet to a stake; thence N. 70-19 E.

(continued-reverse side)

Paid and Satisfied in Full

The South Carolina NATIONAL BANK OF GREENVILLE, S. C.

Date

By [Signature] U. Pres. CASHIER

Witness [Signature]

[Signature]

RECORDED AND CANCELLED OF RECORD JAN 13 1959