

APR 20 11 23 AM 1939

BOOK 773 PAGE 463

The State of South Carolina, }

OLLIE ... SOUTH
R.M.C.

County of Greenville

To All Whom These Presents May Concern:

Atlas Oil Company, Inc.

SEND GREETING:

Whereas, the said Atlas Oil Company, Inc.

a corporation chartered 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 Colonial Oil Industries, Inc., a Georgia corporation, in the full and just sum of Forty-Five Thousand and no/100 (\$45,000.00) Dollars,

, to be paid according to the terms thereof, said note being incorporated herein by reference,

, with interest thereon ~~from~~ as set forth in said note,

at the rate of per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 attorney's 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 Atlas Oil Company, Inc.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Colonial

Oil Industries, Inc. according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to it the said Atlas Oil Company, Inc.

, in hand well and truly paid by the said Colonial Oil Industries, Inc.

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by the Presents does grant, bargain, sell and release unto the

said Colonial Oil Industries, Inc., its successors and assigns forever:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being at the southeasterly corner of the intersection of White Horse Road with Fairfield Road, near the City of Greenville, S. C., and being shown as the front portion of Lot No. 17 on the plat of the property of Jack K. Wherry, et al., as recorded in the RMC Office for Greenville County, S. C. in Plat Book KK, page 109, and having the following dimensions:

Fronting a total of 150 feet on White Horse Road; a depth of 100 feet on the common line of lots 16 and 17; a depth of 100 feet along Fairfield Road measured from the right-of-way of White Horse Road; and being 105 feet, more or less, across the rear.

This mortgage is junior and subordinate to that certain purchase money mortgage given to Jack K. Wherry, et al. by the mortgagor herein, in the face amount of Eight Thousand and no/100 (\$8,000.00) Dollars, which will more fully appear in the RMC Office for Greenville County, S. C.

For Release Part Lot 17 see Deed Book 732 Page 77 dead to J. Mac Bruce