

FILED
GREENVILLE CO. S.C.
SEP 14 2 39 PM 1960

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State of South Carolina,

COUNTY OF GREENVILLE.

COMMERCE SERVICE COMPANY

SENTS GREETING:

WHEREAS, the said Commerce Service Company, a corporation chartered and existing under the laws of the State of South Carolina, and having a principal place of business at Greenville, South Carolina,

in and by its certain promissory note in writing, of even date with these presents is well and truly indebted to Commodity Warehouse Company, Inc.

in the full and just sum of Four Hundred Fifty Thousand and No/100ths. (\$450,000.00) 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 and one fourth (5 1/4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 20th day of October, 1960, and on the 20th day of each succeeding month of each year thereafter the sum of \$4,828.13, to be applied on the

interest and principal of said note, said payments to continue up to and including the 20th day of August, 1970, and the balance of said principal and interest to be due and payable on the 20th day of September,

1970; the aforesaid monthly payments of \$4,828.13 each are to be applied first to interest at the rate of five & one-fourth (5 1/4%) per centum per annum on the principal sum of \$450,000.00 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 Commerce Service Company

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Commodity Warehouse Company, Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it

the said Commerce Service Company in hand and truly paid by the said Commodity Warehouse Company, Inc.

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 COMMODITY WAREHOUSE COMPANY, INC.:

All that certain piece, parcel or tract of land, containing 4.553 acres, more or less, situate, lying and being near the White Horse Road, Greenville County, State of South Carolina, and having according to a plat entitled "Plat showing property to be conveyed to Commerce Service Company, White Horse District, Greenville, South Carolina", dated June 14, 1960, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 658 at Page 511, the following metes and bounds:

BEGINNING at a point in the southerly margin of Anderson Road, said point being located North 38° 55' East, 11.434 feet from the point of intersection of the easterly margin of Commerce Road and the southerly margin of Anderson Road; thence with the southerly margin of Anderson Road North 38° 55' East 256.153 feet to a point; thence South 40° 52' 46" East 50.803 feet to a point; thence South 44° 32' 11" East 127.655 feet to a point; thence North 69° 24' East 25.00 feet to a point; thence South 20° 36' East 525.00 feet to a point; thence South 69° 24' West 325.00 feet to a point in the easterly margin of Commerce Road; thence with the easterly margin of Commerce Road North 20° 36' West 542.153 feet to a point; thence with a curve to the right having a radius of 20 feet, 20.775 feet to the point of beginning.

(Continued over)

RECORDED AND CANCELLED OF RECORD
22 DAY OF Oct 1969
Haynsworth
R. M. C. FOR GREENVILLE COUNTY, S.C.
AT 3:42 O'CLOCK P. M. NO. 9605

Paid and Fully Satisfied
this the 16 day of Oct. 1969
The Citizens and Savdum National
Bank of South Carolina
Greenville, S.C.

D. E. Cudd - Cash. Vice Pres.
Dwain S. Shell - Vice Pres.

Witness: Patricia L. House
Elizabeth Cartright