MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C. SEP 14: 10 85 AM 1961

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The State of South Carolina,

COUNTY OF **GREENVILLE** OLIGINATING ATH

JANITOR'S SUPPLY & CHEMICAL COMPANY, INC.

Whereas, the said Janitor's Supply & Chemical Company, Inc.

hereinafter called the mortgagor(s) in and by Its well and truly indebted to

certain promissory note in writing, of even date with these presents,

FRANK C. FOSTER

hereinafter called the mertgagee(s), in the full and just sum of

Sixty Five Thousand and no/100 ----- DOLLARS (\$ 65,000.00) to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of

five (57) per centum per annum, said principal and interest being payable in The sum of \$5000.00 and interest from August 15,1961 to installments as follows: January 15,1962 to be paid on January 15,1962, and Beginning on the 15th day of February 1962, and on the 15th day of February 1962, and on the 15th day of February 1962, and on the 15th day of the sampled on the in

of each year thereafter the sum of \$ 636.40 , to be applied on the interest.

and principal of said note, said payments to continue up to and including the 15th day of December

1971 . , and the balance of said principal and interest to be due and payable on the 15th day of January

1972 the aforesaid monthly. each are to be applied first to payments of \$ 636.40 interest at the rate of (5 %) per centum per annum on the principal sum of \$ 65,000,00 five.

so much therebf as shall, from time to time, remain unpaid and the balance of each -

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 herein 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 convenant 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, of the fore 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 mortgage promises to pay all costs and expenses including ten (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 mortgagor(s), in consideration of the said debt and sum of money & aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to 1t , the said mortgagor(s) in hand and truly paid by the said mortgagec(s) 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 FRANK C. FOSTER, his heirs and assigns, forever:

ALL that parcel or tract of land with the bulldings and improvements thereon, situate, lying and being on the West side of Cleveland Street in the City of Greenville, in Greenville County, S.C., being shown as Lot No.1 on plat of property of Marsmen, Inc., made by C.C. Jones, Engineer September 19, 1955, recorded in the R.M.C.Office for Greenville County, S.C., in Plat Book JJ, at page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Cleveland Street at corner of property of Camperdown Mills, and running thence along the line of said Camperdown Mills property, N. 78-45 W., 265 feet to a point in center of Reedy River; thence down Reedy River, following the center thereof, S. 15-38 E., 110.6 feet to a point in center of Reedy River; thence along the line of Lot 2, S. 78-45 E., 231.6 feet to an Iron pin on the West side of Cleveland Street; thence along the West side of Cleveland Street N. 2-42 E., 100 feet to the beginning corner.

THIS mortgage is junior in rank to the lien of that mortgage dated October 25, 1955, given by the mortgagor herein to The First National Bank of Greenville, S.C., as Trustee under Agreement with Virginia Dobson Dillard, dated August 30, 1955, in the original amount of \$27,000.00 recorded in the said R.M.C.Office in Mortgage Book 656, page 404.