

State of South Carolina,

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HUGHES DEVELOPMENT COMPANY, INC.

SEND GREETING:

WHEREAS, IT the said HUGHES DEVELOPMENT COMPANY, INC.

in and by ITS certain promissory note in writing, of even date with these Presents IS well and truly indebted to GENERAL MORTGAGE CO., a corporation chartered under the laws of the State of South Carolina, in the full and just sum of TEN THOUSAND AND NO ONE-HUNDREDTHS

(\$ 10,000.00) DOLLARS, to be paid at its office in Greenville, S. C., or at such other place as the holder of the note may from time to time designate in writing, with interest thereon from date hereof until maturity at the rate of SIX PER CENT (6%) per centum

per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the 1st day of April, 1963, and on the 1st day of each month of each year thereafter the sum of \$ 150.00

to be applied on the interest and principal of said note, the unpaid balance of said principal and interest to be due and payable on the 1st day of March, 1968; the aforesaid monthly

payments of \$ 150.00 each are to be applied first to interest at the rate of Six per cent (6%) per centum per annum on the principal sum of \$ 10,000.00 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 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 thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement, or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 IT, the said HUGHES DEVELOPMENT COMPANY, INC.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said GENERAL MORTGAGE CO. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to IT

the said HUGHES DEVELOPMENT COMPANY, INC.

in hand well and truly paid by the said GENERAL MORTGAGE CO., at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said GENERAL MORTGAGE CO.

ALL that certain piece, parcel or Tract of land situate, lying and being on the south-western side of Cedar Lane Road, Greenville County, South Carolina, containing 9.08 acres, more or less, and having the courses and distances shown on a plat thereof prepared by J. C. Hill, Surveyor, dated March 3, 1961, and recorded in the R. M. C. Office for the County and State aforesaid in Plat Book AAA at Page 162.

LESS, HOWEVER, a portion of said property as is described in a mortgage thereof to General Mortgage Co. recorded in the R. M. C. Office for the County and State aforesaid in Mortgage Book 904 at Page 578 and a portion thereof leased to McDonald's Corporation recorded in the R. M. C. Office for the County and State aforesaid in Deed Book 699 at Page 275.

For assignment see next page this book
See R. M. C. Book 1199 Page 115