

MAR 3 12 55 PM 1964

OLLIE FARNSWORTH
R.M.O.

BOOK 950 PAGE 531

State of South Carolina,
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MODERN WAREHOUSES, INC.

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor, MODERN WAREHOUSES, INC.,

in and by a certain promissory note in writing, of even date with these Presents is well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of One Hundred Twenty Thousand and no/100 (\$120,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five and three-fourths (5 3/4%) per centum per annum, said principal and interest being payable in 180 instalments as follows: as set out following the description below Beginning on the _____ day of _____, 19____, and on the _____ day of _____ of each year thereafter the sum of \$_____ to be applied on the interest and principal of said note, said payments to continue up to and including the _____ day of _____, 19____, and the balance of said principal and interest to be due and payable on the _____ day of _____, 19____; the aforesaid _____ payments of \$_____ each are to be applied first to interest at the rate of _____ (____%) per centum per annum on the principal sum of \$_____ or so much thereof as shall, from time to time, remain unpaid and the balance of each _____ 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 and 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 the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY, its successors and assigns forever:

ALL that lot of land with the buildings and improvements thereon in a subdivision of land known as Pleasantburg Industrial Park in the County of Greenville, State of South Carolina and being shown on a plat of the property of Modern Warehouses, Inc., made by Piedmont Engineering Service, November 28, 1961 (and thereafter revised on January 13, 1964 to show the location of improvements); and having, according to said plat, the following metes and bounds:

BEGINNING on the northeastern side of Industrial Drive at an iron pin on the line of property of Sullivan Hardware Company, and running thence with the northeastern side of Industrial Drive N. 69 - 22 W., 160.7 feet to a pin; thence still with the northeastern side of Industrial Drive N. 37 - 10 W., 115.0 feet to a pin at the corner of other property of Modern Warehouses, Inc.; thence with the line of said other property N. 52 - 50 E., 250.0 feet to an iron pin on the line of the right of way of C. and W. C. Railroad; thence with said right of way S. 37 - 10 E., 250.0 feet to an iron pin on the line of property of Sullivan Hardware Company; thence with said property S. 52 - 45 W., 165.0 feet to the point of beginning.

San Antonio
Piedmont
826 Page 430

23rd March 79
10:15 A 27326
65 271