

FILED GREENVILLE CO. S. C.

JUN 9 2 39 PM 1965

OLLIE FARNSWORTH R. M. C.

State of South Carolina, }

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Nalley Commercial Properties, Inc.

SEND GREETING:

WHEREAS, the said Nalley Commercial Properties, Inc.

in and by its certain promissory note in writing, of even date with these Presents is well and truly indebted to CAMERON-BROWN COMPANY, a corporation chartered under the laws of the State of North Carolina, in the full and just sum of One Hundred Forty Thousand and No/100 (\$140,000.00) DOLLARS.

and WHEREAS, the Mortgagor may become indebted unto Cameron-Brown Company for an additional sum of One Hundred Ten Thousand (\$110,000.00) Dollars for additional construction upon the same premises hereinafter described, and desires to secure the full sum of such indebtedness, totaling Two Hundred Fifty Thousand (\$250,000.00) Dollars, as the same is advanced, and as the same shall be evidenced by additional Promissory Notes of the Mortgagor to the Mortgagee; and

WHEREAS, the said Nalley Commercial Properties, Inc., in and by the terms of that certain Promissory Note, in writing, of even date with these Presents first hereinabove set forth, is well and truly indebted unto Cameron-Brown Company in the full and just sum of One Hundred Forty Thousand (\$140,000.00) Dollars to be paid, as are such additional Promissory Notes as may be executed hereunder, at its office in Raleigh, North Carolina, or at such other place as the holder of the Note or Notes may from time to time designate, in writing, on demand, together

with interest from the date hereof until maturity at the rate of Six (6%) per centum per annum to be computed and paid monthly on outstanding balance until paid in full.

Any deficiency in the amount of such monthly payments, shall, unless paid by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed an amount equal to five per centum (5%) of any installment which is not paid within fifteen (15) days from the due date thereof to cover the extra expense involved in handling delinquent payments.

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 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 the said Nalley Commercial Properties, Inc.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said CAMERON-BROWN COMPANY, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it

the said Nalley Commercial Properties, Inc. in hand well and truly paid by the said CAMERON-BROWN COMPANY, 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 CAMERON-BROWN COMPANY.

All that piece, parcel or lot of land, with any improvements thereon, situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, and being more fully described as follows: BEGINNING at an iron pin on the Southeastern side of the right of way of Super Highway No. 29 (Wade Hampton Boulevard), at the joint corner of property formerly owned by Vance Edwards, and running with line of said property S 47-08 E. 173.5 feet to a point; running thence N. 42-52 E. 129.56 feet to a point on Caldwell Avenue, running thence with Caldwell Avenue S. 47-08 E. 99 feet; running thence with Caldwell Avenue S. 47-08 E. 125.5 feet to a point; thence running S. 42-52 W. 129.56 feet to a point; running thence S. 47-08 E. 164.9 feet to a point on Lee Road; running thence with Lee Road S. 70-45 W. 242.3 feet, to a point; thence running N. 47-08 W. 171.5 feet to a point,

Paid in full and fully satisfied this 9th day of November, 1966.

Cameron-Brown Company By A. M. Dodson Vice President

Witness - Gloria M. Arnold Shirley H. Staton

SATISFIED AND CANCELLED OF RECORD 10 DAY OF Nov. 1966

Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 10:09 O'CLOCK A. M. NO. 12167