

MORTGAGE OF REAL ESTATE - Office of Land Records, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

APR 24 10 40 AM '69

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James F. Burgess, as Trustee for the former stockholders of Balentine Realty Company under Agreement dated September 10, 1962

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK, GREENVILLE, SOUTH CAROLINA

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Forty Five Thousand, Four Hundred and No/100** Dollars (\$45,400.00)

Due and payable in monthly installments of \$527.14, beginning on the 10th day of May, 1969, and continuing on the same day of each month thereafter for a period of ten (10) years; said payments to be applied first to interest and balance to principal;

with interest thereon from _____ date at the rate of **seven** per centum per annum, to be paid: **monthly**

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the western side of Falls Street, being shown as Lot No. 18, Block 5, at page 59 of the City Block Book and being more particularly described as follows, to-wit:

Beginning at a stake on the western side of Falls Street at corner of property formerly owned by J. E. Sitrine, and running thence N. 71 W. 120 feet to stake; thence S. 19 W. 68 feet to pin; thence S. 70 E. 120 feet to pin on Falls Street; thence with the western side of Falls Street 69.2 feet to point of beginning.

Also, all that certain piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, said property being shown on the City Block Book as Lot 1, Block 6, Sheet 59, and having the following metes and bounds, to-wit:

Beginning at a point on the southern side of East Court Street at the corner of John Wesley Methodist Church, and running thence with the line of said property in a southerly direction 79 feet to a point; thence in a westerly direction 6 feet to a point; thence in a southerly direction 6.5 feet to a point; thence continuing with the rear line of the Church property N. 67-32 W. 70 feet, more or less, to a pin on the eastern side of Falls Street; thence with the eastern side of Falls Street S. 22 W. 145 ft. 7 in. to corner of property now or formerly of Working Benevolent Association; thence in a southeasterly direction 100 feet, more or less, to a point; thence S. 22-52 W. 71 feet, more or less, to an iron pin on East Broad Street; thence with the northern side of East Broad Street S. 66-48 E. 82 feet to a pin at the corner of lot formerly owned by T. F. Parker; thence with line of said property N. 22-52 E. 129.7 feet, more or less, to pin in line of Balentine property; thence S. 67-32 E. 182.8 feet to pin on Calvin Street (formerly Boyce Street); thence with the western side of Calvin Street 186.4 feet in a northerly direction to the southwestern corner of the intersection of Calvin Street and East Court Street; thence with the southern side of East Court Street in a northwesterly direction 240.5 feet to the point of beginning.

The mortgagor agrees that the aforesaid rate of interest on this obligation may from time to time at the discretion of the holder be increased to the maximum rate permitted to be charged from time to time by applicable South Carolina law; however, in no event shall the interest rate exceed the rate of 7-1/2% per annum during the term of this obligation.

This mortgage and the note which it secures is executed and delivered pursuant to authority granted by resolution of the stockholders of Balentine Realty Company (formerly Balentine Packing Company), in a special meeting held on September 3, 1962, and by authority of Trust Agreement between said stockholders and James F. Burgess dated September 10, 1962, recorded in the RMC Office for Greenville County in Deed Book 736 at Page 161.

We, the Advisory Committee of the stockholders of Balentine Realty Company (formerly Balentine Packing Company) do hereby consent to the foregoing note and mortgage.

[Handwritten signatures]
B. B. Balentine
C. B. Balentine

Being all of the members of the Advisory Committee
Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating plumbing and heating fixtures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns forever

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

This Release is in full satisfaction of the debt secured by the Mortgage of Real Estate recorded in Deed Book 736 at Page 161.