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GREENVILLE CO. S. C.

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MLD 2-B—JULY 61  
CONSTRUCTION LOAN

OLLIE FARNSWORTH  
R. M. C.  
CORPORATE MORTGAGE OF REAL ESTATE

State of South Carolina

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COMMODITY WAREHOUSE COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of South Carolina hereinafter called the Mortgagor SEND GREETING:

WHEREAS, the said Mortgagor Commodity Warehouse Company, Inc.

in and by a certain promissory note in writing, of even date with these Presents is well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, Greenville, S. C. Branch hereinafter called the Mortgagee, a national banking association, in the full and just sum of One Million Three Hundred Thousand and No/100 (\$1,300,000.00) Dollars, with interest from the date hereof at the rate of Eight & one-half per centum (8.1/2) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, Greenville, S. C. Branch in Greenville, South Carolina or at such other place as the holder hereof may designate in writing, on or before October 15, 1980, with interest upon monies advanced only to November 15, 1970 and thereafter in 120 equal monthly installments in the sum of Sixteen Thousand One Hundred Nineteen and No/100 (\$16,119.00) Dollars, in each installment commencing on November 15, 1970 and an equivalent amount on the 15th day of each successive month thereafter until the balance hereunder with interest, has been paid in full, each such payment being allocable first to interest and then to principal, with privilege reserved in the borrower, its successors and assigns to anticipate and pay off the whole or any part of any balance due hereunder at any time prior to maturity hereof without penalty therefor.

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 installment or 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 default, should be placed in the hands of an attorney for suit or collection, or if, at any time, 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 THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, Greenville, S. C. Branch 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 THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, Greenville, S. C. Branch at

*For Subdivision of Mechanic Lien Act March 14, 1970*