

MORTGAGE OF REAL ESTATE BY A CORPORATION
Offices of Norwood & Norwood, Attorneys at Law, Greenville, S. C.

1975 239

GREENVILLE CO. S. C.

State of South Carolina
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

TERMINAL WAREHOUSE CORPORATION

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, TERMINAL WAREHOUSE CORPORATION,

a corporation chartered under the laws of the State of North Carolina, is well and truly indebted to The Northwestern Bank, a North Carolina corporation with its principal offices in North Wilkesboro, North Carolina (hereinafter called Mortgagee) to the mortgagee in the full and just sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) such amount being a portion of a larger amount agreed to be loaned by Mortgagee to Mortgagor and which has been earmarked for its benefit, as evidenced by a Note of even date herewith Dollars in and by its certain promises set in writing of even date herewith due and payable bearing Identification No. 9999, and such larger amount being additionally secured by Mortgages or Deeds of Trust or Deeds to Secure Debt upon other properties of Mortgagor located outside of Greenville County, South Carolina; said note being due and payable as follows:

The full amount of principal due on or before November 1, 1975, together with interest payable monthly on the principal remaining outstanding from time to time at the rate of one and one-half (1 1/2%) percent per annum above the prime rate as established by the Chase Manhattan Bank of New York, as that rate fluctuates from time to time,

and according to the other terms and conditions of said note which is incorporated herein by reference as if set forth in its entirety,

~~with interest from~~

~~at the rate of~~

~~percentum until paid interest to be computed and paid~~

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may see thereon and foreclose this mortgage; and in case 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 said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this 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 mortgagee, according to the terms of 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 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 said Mortgagee, The Northwestern Bank, a North Carolina corporation with its principal office in North Wilkesboro, North Carolina, the parcel or parcels of land located in Greenville County, South Carolina, and more particularly described as follows:

For description see attached "Schedule A" incorporated herein by reference as if set forth in its entirety.

The above described property is conveyed subject to those exceptions and matters set forth in that certain Commitment for Title Insurance Binder issued by Lawyers Title Corporation (Greenville Branch), case no. GV-74-58575.



RECORDED

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