

MORTGAGE - CORPORATION FORM
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

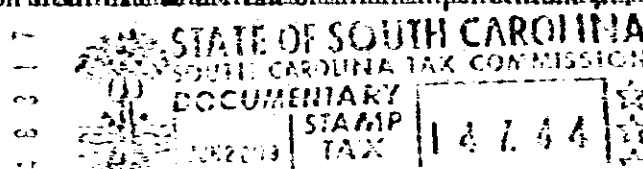
FILED
GREENVILLE CO. S. C.
John M. Dillard, P.A., Greenville, S.C.
JUN 28 4 50 PM '79
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, THE POE CORPORATION, a corporation organized and existing under the laws of the State of South Carolina. (hereinafter referred to as Mortgagor) is well and truly indebted unto ELISABETH POE HENDERSON

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Three Hundred Sixty-eight Thousand Five Hundred Fifty and no/100ths ----- Dollars (\$ 368,550.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date to date at the rate of ten percentum per annum, to be paid as provided for in said note; and,



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, situate, lying and being on the northern side of Perry Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina and shown and designated as a tract containing 5.67 acres on a plat prepared by Freeland and Associates entitled PROPERTY OF THE POE CORPORATION and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an existing rail on the northern side of Perry Avenue and on the southeastern side of the right of way of Southern Railroad and running thence N. 62-24 E., 1135.0 feet to a new iron pin; running thence S. 28-21 E., 25.0 feet to a new iron pin on the western side of an abandoned street; running thence along the western side of said abandoned street, S. 53-31 W., 118.0 feet to a new iron pin; thence S. 24-41 W., 266.7 feet to a new iron pin; thence S. 24-27 W., 64.0 feet to a new iron pin; thence S. 25-40 W., 345.0 feet to a new iron pin on the northern side of Perry Avenue; running thence along the northern side of Perry Avenue N. 74-22 W., 660.1 feet to an existing rail, the point of beginning.

LESS HOWEVER: That certain portion of the within described property on the northeastern extremity forming a part of the property conveyed to the Greenville School District by deeds recorded in the RMC Office for Greenville County, S. C., in Deed Book 753, page 153 and Deed Book 505, page 389.

This is the same property conveyed to The Poe Corporation (formerly Poe Hardware and Supply Co.) by the following deeds: P. S. Nelson recorded April 10, 1946 in Deed Book 205, page 413; Charles M. Denton recorded April 12, 1946 in Deed Book 293, page 34; W. Harris Irvine, et al recorded August 6, 1946 in Deed Book 242, page 420; Thomas L. Brown, Sr., et al recorded December 16, 1960 in Deed Book 664, page 521; E. Inman, Master, recorded December 16, 1969 in Deed Book 664, page 505 and Lowery Brown recorded April 4, 1946 in Deed Book 289, pages 483 and 484.

Subsequent to acquiring title to the property described herein the name of Poe Hardware and Supply Co. was changed by proper corporate action. Deed Book 1074, page 638 for Charter of Amendment.

The within mortgage is junior in lien to two prior mortgages given by The Poe Corporation to Southern Bank and Trust Company, each in the sum of \$250,000.00, appearing of record in the RMC Office for Greenville County, S. C., in Mortgage Book 1425, page 54, and in Mortgage Book 1444, page 22. The within mortgage being a third mortgage lien on said property.

The within mortgage has been given to secure a series of five notes given by The Poe Corporation to Elisabeth P. Henderson, each in the sum of \$73,710.00, in the total sum of \$368,550.00, and to secure the performance of the obligations of The Poe Corporation to Elisabeth P. Henderson under the terms of an Agreement of Purchase and Sale of Capital Stock dated November 7, 1978, as amended on April 23, 1979. The within mortgage is of equal rank and priority with a mortgage on this date given by The Poe Corporation to N. Carter Poe, III, in the sum of \$371,250.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting 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.

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