

MORTGAGE OF REAL ESTATE

38570 PROVIDENT-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, pursuant to written notice a meeting of the stockholders of Liberty Investment Company was held in the office of Bijou Theatre in the City of Nashville, State of Tennessee, on June 21, 1939, at which meeting all stock of said corporation was represented in person, and immediately thereafter a meeting of the directors of said corporation was held at which all of the directors of said corporation were present in person and by unanimous vote of all stock of said corporation, and by unanimous vote of all directors of the corporation the undersigned officers of Liberty Investment Company were directed, authorized and empowered to borrow Twelve Thousand and no/100 (\$12,000.00) Dollars from Provident Life and Accident Insurance Company upon the terms and conditions as hereinafter stipulated and to be repaid as hereinafter provided, and in order to secure the repayment thereof to execute and deliver to Provident Life and Accident Insurance Company a mortgage on the property hereinafter described,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that pursuant to said resolutions of the stockholders and the Board of Directors of said corporation, and by virtue of the authority therein contained, Liberty Investment Company, a corporation of South Carolina, with its principal place of business in the City of Greenville, in said State, by its duly authorized officers, sends greetings.

WHEREAS, the said Liberty Investment Company, in and by its certain Note or obligation bearing even date herewith, stands indebted unto PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY (a corporation duly chartered under the laws of the State of Tennessee and duly licensed to do business within the State of South Carolina, by the laws of said State) in the full and just principal sum of Twelve Thousand and No/100 (\$12,000.00) Dollars payable as follows:

The sum of One Thousand (\$1,000.00) Dollars to be paid on the principal on the 26th day of December, 1939, and the sum of One Thousand (\$1,000.00) Dollars on the 26th day of June and December of each year thereafter up to and including the 26th day of December, 1943, and the balance of the principal remaining unpaid on the 26th day of June, 1944, with interest thereon from the 26th day of June, 1939, at the rate of five (5) per cent per annum, to be computed and paid semi-annually on the 26th day of December and June of each year until paid in full, all instalments of principal and interest of said note being payable at the Home Office of the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY AT CHATTANOOGA, Tennessee, in lawful money of the United States of America; as reference being had to said Note will more fully appear; default in the payment of any instalment of principal or interest to render the whole debt due at the option of the Mortgagee.

NOW, KNOW ALL MEN, that LIBERTY INVESTMENT COMPANY, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation, as aforesaid, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it, the said Liberty Investment Company, in hand well and truly paid by the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY 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 PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY the following described real estate, to-wit:-

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being within the boundaries of the block bounded by South Brown Street, East Washington Street, South Spring Street, and East McBee Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and more particularly shown on a plat of property of Liberty Investment Company made by Dalton & Neves, Engineers, October, 1933, and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book G at page 280, and having, according to said plat, and a recent survey made by Dalton & Neves, Engineers, June, 1939, the following metes and bounds, to-wit:-

BEGINNING at a point on the south side of a 10 foot alley, which point is N. 69-39 W. 57 feet from the point of the intersection of the south side of said 10 foot alley with the west side of South Spring Street, which said point of intersection is 110 feet south from the southwest corner of the intersection of East Washington Street and South Spring Street; thence from said beginning point along the south side of said 10 foot alley N. 69-39 W. 46 feet to a point; thence S. 21-55 W. 90 feet to a point; thence S. 69-39 E. 46 feet to a point on the west face of the brick wall between the property herein described and the property adjoining on the east; thence along the west face of said wall N. 21-55 E. 90 feet to the point on the south side of said 10 foot alley, the beginning corner.

ALSO with the easement and right of way belonging to the mortgagor over and along that portion of the Liberty Theatre building on the first floor thereof designated as "Entrance Right of way to Theatre" on the plat recorded in the R. M. C. Office for Greenville County in Plat Book G, page 280, above referred to, said entrance right of way having a uniform width of 19.7 feet and extending from the west side of Spring Street to the east line of the property herein-

RECORDED AND INDEXED  
#72478  
JARRARD CO. GREENVILLE, S.C.  
MAY 10 1940

For Release see P. E. M. Book 327 at page 258.