

VI 617-510

55-35 W 125 feet to a point on the Southeasterly side of S. C. By-Pass Highway No. 291; thence along the Southeasterly side of said Highway N 26-00 E 150 feet to an iron pin, the point of beginning. This is a part of the property conveyed to James W. Curdts, Trustee, by the deed recorded in Deed Book 470, page 31, and deed recorded in Deed Book 482, page 373.

By instrument dated July 27, 1953, James W. Curdts, Trustee for Ed C. Curdts, Fred S. Curdts and James W. Curdts, executed unto the mortgagee herein a certain mortgage in the original amount of \$65,000.00 covering the same two tracts of land hereinabove described, said mortgage being recorded in the RMC Office in Mortgage Book 569, page 178. By instrument dated May 20, 1954, James W. Curdts, Trustee for Ed C. Curdts, Fred S. Curdts and James W. Curdts, executed unto the mortgagee herein a certain mortgage in the original amount of \$10,000.00 covering the tract of land designated as Tract No. 2 above, which mortgage provided that it was the intention of the parties thereto that said mortgage should stand with and be of equal rights with the lien of the mortgage recorded in Mortgage Book 569, page 178. This mortgage is recorded in Mortgage Book 597, page 209.

As to Tract No. 1: By deeds dated August 10, 1954, James W. Curdts, Trustee, etc. conveyed an undivided 17/100ths interest in certain lands, including Tract No. 1 above, to R. M. Caine, and an undivided 17/100ths interest to C. Douglas Wilson, said deeds being recorded in Deed Book 505, pages 493 and 496. As part of the consideration for each conveyance, each grantee did assume and agree to pay a 17/100ths portion of the unpaid balance due on the above mentioned \$65,000.00 mortgage recorded in Mortgage Book 569, page 178. By deed dated August 10, 1954 and recorded in Deed Book 505, page 499, James W. Curdts, Trustee, etc. and R. M. Caine and C. Douglas Wilson conveyed the same property, including Tract No. 1 above, to Pleasantburg Shopping Center, Inc. and as part of the consideration said corporation assumed and agreed to pay the unpaid balance due on the said \$65,000.00 mortgage.

As to Tract No. 2: The ownership of Tract No. 2 remains the same as of the times that the two mortgages mentioned above were placed thereon.

It is the intention of the parties to this instrument that the lien of this mortgage shall stand with and be of equal rights with the lien of the Mortgages recorded in Mortgage Book 569, page 178 and Mortgage Book 597, page 209.

Pleasantburg Shopping Center, Inc. enters into this mortgage pursuant to the authority contained in a resolution duly passed at a meeting of the Board of Directors of that corporation held on October 19, 1954.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said The Peoples National Bank, Greenville, S. C., its successors

~~Here~~ and Assigns forever.

And we do hereby bind ourselves, our ~~Heirs, Executors and Administrators~~ successors and assigns to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors ~~Heirs~~ and Assigns, from and against us, our ~~Heirs, Executors, Administrators~~ successors and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagors, agree to insure the house and buildings on said land for not less than Ten Thousand (\$10,000.00) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagor may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagors, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

For Consent to agreement see Deed Book 598 Page 160
For Release see G. M. Bank 665 Page 529