

BOOK 626 PAGE 104

The State of South Carolina

County of GREENVILLE

GREENVILLE, S. C.

FEB 7 4 17 PM 1955

To All Whom These Presents May Concern: CATALINA HOTEL COURT, INC., - -

ELLIE FARNSWORTH - - - - - SEND GREETING:  
R.M.C.

Whereas, the said CATALINA HOTEL COURT, INC., - - - - -

a corporation chartered under the laws of the State of South Carolina, in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to JAMES A. HARRIS, ELIZABETH V. HARRIS and JAMES A. HARRIS, Jr., in the full and just sum of TWENTY TWO THOUSAND, FIVE HUNDRED AND NO/100 (\$22,500.00)

Dollars, to be paid Five Hundred Sixty-Two and 50/100 Dollars quarterly commencing May 4, 1955, and Five Hundred Sixty-Two and 50/100 Dollars (\$562.50) quarterly thereafter until paid in full, interest to be added to and paid with each principal payment. Final payment due February 4, 1965. The privilege is granted to pay the unpaid balance or any part thereof at any time, provided any amount paid during the first year of the term shall carry a penalty of one percent (1%) of the amount so paid over and above the regular interest and principal payment - - - - - with interest thereon from date hereof

at the rate of 6% per centum per annum, to be computed and paid quarterly - - - - -

- - - - - 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 sue 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 his 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 10 per cent. of the indebtedness as attorney's fees, 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 CATALINA HOTEL COURT, INC., - - - - - in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said JAMES A. HARRIS, Jr., ELIZABETH V. HARRIS and JAMES A. HARRIS, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it the said CATALINA HOTEL COURT, INC.,

- - - - -, in hand well and truly paid by the said James A. Harris, Elizabeth V. Harris and James A. Harris, Jr., at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by the Presents does grant, bargain, sell and release unto the said JAMES A. HARRIS, ELIZABETH V. HARRIS and JAMES A. HARRIS, Jr., their heirs and assigns:

All that certain piece, parcel or tract of land, with buildings and improvements thereon, situate, lying and being in Butler Township, Greenville County, South Carolina, on the Southeast side of Super Highway No. 29, containing 3.952, acres, more or less, and having, according to a revised plat made by Dalton & Neves, Engrs. in April 1951, recorded in Plat Book 5AA, at page 31, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast side of right-of-way of Super Highway No. 29, which pin is at the joint front corner of property of the mortgagor and Lois B. Green, and running thence along the line of said Lois B. Green property S. 59-20 E. 400 feet to an iron pin in line of property of A. B. Green; thence along the line of property of A. B. Green S. 43-10 W. 540 feet to a point in center of Brushy Creek; thence with the meanders of Brushy Creek as a line, the traverse lines of which are N. 24-20 E. 140 feet to an iron pin; thence N. 42-53 W. 223.5 feet to an iron pin on the Southeast side of right-of-way Super Highway No. 29; thence along the Southeast side of right-of-way of Super Highway No. 29, N. 43-10 E. 85 feet to an iron pin; thence still along said right of way N. 46-50 W. 20 feet to an iron pin; thence still with said right of way N. 43-10 E. 291.5 feet to the beginning.