

MORTGAGE OF REAL ESTATE—Form Prepared by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C.

DEC 17 12 40 PM 1955

The State of South Carolina,

OLLIE FARNSWORTH
R. M. O.

County of GREENVILLE

To All Whom These Presents May Concern:

SCURRY & NIXON, INC., a corporation of the State of South Carolina, with its principal place of business in Greenville, South Carolina SENDS GREETING: Carolina

Whereas, the said Scurry & Nixon, Inc. in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to The First National Bank of Greenville, S. C., as Trustee for Huntington & Guerry, a corporation, under Agreement dated August 6, 1949, in the full and just sum of Forty-Two Thousand and No/100ths (\$42,000.00) Dollars, to be paid as follows: Two Thousand (\$2,000.00) Dollars six months after date and Two Thousand (\$2,000.00) Dollars at the end of each successive six-month period thereafter until December 17, 1953, at which time the balance shall become due and payable, with the privilege of anticipating payment of any portion of the principal on any interest paying date, with interest thereon from date

at the rate of four per centum per annum, to be computed and paid semi-annually on the same date as principal payments and in addition thereto

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, then 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 or 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 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 Scurry & Nixon, Inc.

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank of Greenville, S. C., as Trustee for Huntington & Guerry, a corporation, under Agreement dated August 6, 1949, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Scurry & Nixon, Inc.

, in hand well and truly paid by the said The First National Bank of Greenville, S. C., as Trustee for Huntington & Guerry, a corporation, under Agreement dated August 6, 1949, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said The First National Bank of Greenville, S. C., as Trustee for Huntington & Guerry, a corporation, under Agreement dated August 6, 1949:

All that tract or lot of land in Greenville County, State of South Carolina, and being more particularly described as follows:

BEGINNING at a point on the West side of South Main Street between Broad Street and Reedy River and running thence N. 69-30 W. 130.83 feet, more or less, to an iron pin at the corner of an alley and a court; thence with said court S. 20-30 W. 53 feet to an iron pin at the corner of an alley and a court; thence S. 69-30 E. 130.83 feet, more or less, to a point at the bend in said South Main Street; thence with South Main Street N. 20-30 E. 53 feet to the beginning corner and being known as Lot No. 6 of the Plat of the Markley Realty Company, said plat being recorded in Plat Book "C" at page 143; together with the perpetual

No assignment see G. E. W. Corp. 68 Page 488.