

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 14500-3-13-40

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

M O R T G A G E

corporation

WHEREAS, pursuant to notice, a meeting of the directors of CARPENTER BROS. DRUG COMPANY, a / created under the laws of South Carolina, with its principal place of business at Greenville, S. C., was held at the office of said corporation in Greenville, S. C., on May 13, 1941, at which meeting all the directors were present, and by unanimous vote of all the directors of said corporation the officers of CARPENTER BROS. DRUG COMPANY were directed, authorized and empowered to borrow EIGHT THOUSAND (\$8,000.00) DOLLARS from NINA C. SHERRILL AND MYRTLE P. CARPENTER, Executrices under the last will and testament of John Lee Carpenter, upon the terms and conditions as hereinafter provided, and in order to secure repayment thereof the officers of said corporation were directed, authorized and empowered to execute and deliver to NINA C. SHERRILL AND MYRTLE P. CARPENTER, Executrices under the last will and testament of John Lee Carpenter, a second mortgage over certain property of said corporation hereinafter described, said mortgage to contain the terms and provisions hereinafter set out;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That pursuant to said resolution and by virtue of the authority therein contained, CARPENTER BROS. DRUG COMPANY, a corporation of South Carolina, with its principal place of business at Greenville, South Carolina, by its duly authorized officers, SEND GREETING:

WHEREAS, the said CARPENTER BROS. DRUG COMPANY, in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to NINA C. SHERRILL AND MYRTLE P. CARPENTER, Executrices under the last will and testament of John Lee Carpenter, in the full and just sum of EIGHT THOUSAND (\$8,000.00) to be paid ten (10) years after date, with interest thereon from date at the rate of four (4%) per cent. per annum, payable semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; that 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 thereof, 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 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 agrees to pay all costs and expenses; including ten (10%) per cent. of the indebtedness as an attorney's fee, this to be added to the mortgage indebtedness and to be secured under this mortgage as a part of said debt. The privilege is granted the mortgagor of prepaying the whole or any part of the principal remaining unpaid at any time.

KNOW ALL MEN, That the said CARPENTERS BROS. DRUG COMPANY, in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said NINA C. SHERRILL AND MYRTLE P. CARPENTER, Executrices under the last will and testament of John Lee Carpenter, according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) DOLLARS to the said CARPENTER BROS. DRUG COMPANY, in hand well and truly paid by the said NINA C. SHERRILL AND MYRTLE P. CARPENTER, Executrices under the last will and testament of John Lee Carpenter at and before the signing 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 NINA C. SHERRILL AND MYRTLE P. CARPENTER, Executrices under the last will and testament of John Lee Carpenter:-

All that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being at the Northeastern corner of Main Street and Court House Square, in the City of Greenville, in the State of South Carolina, being in shape a rectangle, being bounded on the North by lands of the estate of H. A. Gauble, deceased, and measuring thereon one hundred and fifty-two feet, six inches (152' 6"), on the East by an alleyway fifteen (15') feet wide and measuring thereon twenty-seven feet (27') feet, on the South by lot of C. A. McAlister and said Court House Square, and measuring thereon one hundred and fifty-two feet, six inches (152' 6"), and on the West by said Main Street and measuring thereon twenty-seven (27') feet; said lot having such shape, marks, measurements and boundaries as are shown on a plat thereof made by R. M. Mauldin, Surveyor, dated the 17th of July, 1909, and being the same lot heretofore conveyed to the said Carpenter Bros. Drug Company by Alfred B. Carpenter, Thomas S. Carpenter, John L. Carpenter, and Walter B. Carpenter, by deed dated 25th day of June, 1909, recorded in the office of R. M. C. for said Greenville County, in Deed Book Vol. 6, at page 4.

This mortgage is junior in rank to a mortgage held by The First National Bank of Greenville, dated May 15, 1941, in the sum of Ten Thousand (\$10,000.00) Dollars.

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 NINA C. SHERRILL AND MYRTLE P. CARPENTER, Executrices under the last will and testament of John Lee Carpenter, their successors in office and assigns forever. And CARPENTER BROS. DRUG COMPANY does hereby bind

For assignment see R. E. M. Book 302 page 21.