

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

WHEREAS, at a meeting of the Board of Directors of Acme Realty Company held at Greenville, S. C., on June 30, 1941, the undersigned officers were authorized on behalf of Acme Realty Company to borrow the sum of Thirty-five Thousand (\$35,000.00) Dollars from Southeastern Life Insurance Company and to secure the same by a mortgage on the property hereinafter described and this mortgage is now executed by the undersigned officers pursuant to the power and authority vested in them by said resolution.

NOW, THEREFORE, Acme Realty Company SEND GREETING:

WHEREAS, the said Acme Realty Company

in and by its certain promissory note in writing, of even date with these presents is well and truly indebted to SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Thirty-five Thousand and no/100 (\$35,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 30th day of June, 1941, and on the 30th day of each month of each year thereafter the sum of \$ 371.35, to be applied on the interest and principal of said note, said payments to continue up to including the 30th day of May, 1951, and the balance of said principal and interest to be due and payable on the 30th day of June, 1951; the aforesaid monthly payments of \$ 371.35 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 35,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, 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 promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorneys' 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 Acme Realty Company in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said SOUTHEASTERN LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS to it

the said Acme Realty Company in hand well and truly paid by the said SOUTHEASTERN LIFE INSURANCE COMPANY, 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 SOUTHEASTERN LIFE INSURANCE COMPANY

All that certain piece, parcel or lot of land, with the buildings and improvements thereon situate, lying and being on the North side of West McBee Avenue, in the block between Richardson and Academy Streets, in the City of Greenville, County of Greenville, State of South Carolina, and having, according to a survey thereof made by Dalton & Neves, Engineers, May, 1926, the following metes and bounds, to-wit:-

BEGINNING at a point on the North side of West McBee Avenue, in the center of a 17 inch brick wall, said pint begin 142.75 feet West from the Northwest corner of the intersection of West McBee Avenue and Richardson Street, and running thence with the center of said 17 inch brick wall, N. 18-34 E. 95.4 feet to a point; thence still with the center of said wall and beyond N. 18-10 E. 105 feet to an iron pin; thence S. 60-03 W. 48 feet to an iron pin; thence S. 71-26 W. 70 and with the West face of a 13 inch brick wall 200 feet to a point on the North side of West McBee Avenue; thence with the North side of West McBee Avenue, S. 67-58 E. 58.75 feet to the beginning corner.

This is the same property that was conveyed to the mortgagor by deed of Atlantic Life Insurance Company, dated June 1st, 1938, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 20, at page 759.

Handwritten notes:
Paid to
Due to
Name former
By W. P. [Signature]
Treasurer
Witnesses:
G. G. [Signature]
C. [Signature]

SATISFIED AND CANCELLED OF RECORD
23 DAY OF June 19 59
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:00 O'CLOCK P. M. NO. 15859