

MORTGAGE OF REAL ESTATE

NEWS Ptg. Co., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

GREENVILLE COUNTY

THIS INDENTURE, Made and entered into this - - - - - 18th day of November, A.D. 1946, by and between Superior Ice Cream Company, Inc., a corporation organized and existing under and by virtue of the laws of the State of South Carolina of Greenville, Greenville County, South Carolina, party of the first part, J. H. Whicker, trustee, of North Wilkesboro, Wilkes County, North Carolina, party of the second part, and The Northwestern Bank of North Wilkesboro, Wilkes County, North Carolina, party of the third part :

WITNESSETH, That whereas the said party of the first part is indebted to said party of the third part in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) Dollars, for which the said party of the first part has executed and delivered to said party of the third part as aforesaid, a bond of even date with this deed, in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) , payable in installments and with interest as follows: Sixty equal monthly installments of Two Hundred and Fifty Dollars (\$250.00) payable on the 10th day of April, 1947, and on the 10th day of each succeeding month thereafter until the said sum of \$15,000.00 is paid in full, together with interest on unpaid principal balances at the rate of 4% per annum payable monthly in advance on principal installment dates:-----and it has been agreed that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

Paid Dec 22, 1950
The Northwestern Bank N.C.
North Wilkesboro N.C.
J. H. Whicker

NOW, THEREFORE, in consideration of the premises and for the purpose aforesaid and for the sum of one dollar to the party of the first part paid by the party of the second part, aforesaid, said party of the first part has - - - - - bargained, sold, given, granted and conveyed and by these presents does bargain, sell, give, grant and convey to the said party of the second part and his heirs and assigns, a certain tract of land lying and being in Greenville Township, Greenville County aforesaid , and more particularly described as follows:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the Eastern side of the Laurens Road, near the City of Greenville, being shown as an unnumbered tract on Plat of the property of A. F. Day and Zoe L. Ridgeway, made by Dalton and Neves in January 1939, and described as follows:

W. H. ...
R. M. ...
Jan. 10, 1951

SATISFIED AND CANCELLED OF RECORD
GORDON OF THE PROPERTY OF WATKINS
GREENVILLE COUNTY, S. C.
R. M. C. FOR A S.A.M. NO. 10.
AT 1:00 P.M. JAN. 10, 1951

BEGINNING at a stake on the Eastern side of the Laurens Road, and running thence with the line of said property, N. 35-08 E. 314.5 feet to a stake; thence with the line of said lot, S. 56-04 E. 103.1 feet to a stake; thence S. 36-08 W. 341.8 feet to a stake on the Laurens Road; thence with the Eastern side of Laurens Road, N. 40-08 E. 100 feet to the beginning corner. Together with all buildings and permanent fixtures located on said property.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to said party of the second part, trustee, and his heirs and assigns, upon the trusts and for the uses and purposes following and none other, that is to say:

IF THE SAID party of the first part shall fail or neglect to pay interest on said bond as the same may hereafter become due, or both principal and interest at the maturity of the bond, or any part of either, then, on application of said party of the second part, trustee, or his assignee, or any other person who may be entitled to the moneys due thereon, it shall be lawful for and the duty of the said party of the second part, trustee, to advertise at the courthouse door and in three or more other public places in Greenville County, for thirty days immediately preceding such sale, and in some newspaper published in said county at least once a week for four weeks, therein appointing a day and place of sale and at such time and place to expose said lands at public sale to the highest bidder, for cash, and upon such sale to convey said lands to the purchaser in fee simple.

And the said party of the second part, trustee, first retaining five per centum commission on the proceeds of the whole of said land sold, as a compensation for making such sale, shall apply so much of the proceeds of said sale as may be necessary to pay the interest on said bond as the same may hereafter become due, and the balance of the proceeds of said sale shall be paid to the said party of the first part, trustee, or his assignee, or any other person who may be entitled to the same.