

STATE OF SOUTH CAROLINA

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County of

THIS INDENTURE, Made the twenty-fourth day of September, A. D. 1954, between

Belk-Simpson Co., a South Carolina corporation, having its principal place of business at Greenville, Greenville County, South Carolina, and Belk-Simpson Realty Co., a South Carolina corporation, having its principal place of business at Lancaster, Lancaster County, South Carolina,

hereinafter (whether one or more in number) called Mortgagors, and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, having its principal place of business at Milwaukee, Wisconsin, hereinafter called Mortgagee:

WITNESSETH, That whereas Henderson Belk, W. E. Belk, Jr. and W. H. L. ... said - - - - -

Mortgagors are justly indebted to Mortgagee, in the principal sum of Six hundred thousand dollars, with final maturity fifteen years from the date hereof, - - - - -

with interest on the unpaid principal until maturity, - - - - -

as evidenced by and according to the terms of their certain promissory note bearing even date herewith made payable to and delivered to Mortgagee.

NOW, THEREFORE, Mortgagors in consideration of said indebtedness, also in consideration of the further sum of Three Dollars to Mortgagors in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and as security for the payment of the said principal sum and interest and the performance of the covenants and agreements herein contained, and as security for the payment of any future indebtedness, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by promissory note or notes of Mortgagors, such additional note or notes to be identified by recital therein that it or they are secured by this mortgage and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, do by these presents grant, bargain, sell and release unto Mortgagee, its successors or assigns, the following described real estate in the

City of Greenville, County of Greenville - - - - - and State of South Carolina, to-wit:

All that parcel of land abutting on South Main Street, West Noble Avenue and South Laurens Street and having, according to a plat, to be recorded, by Dalton and ... Engineers, dated April, 1950, (addition to said plat made March, 1954,) the following metes and bounds, to-wit: Beginning at a point on South Main Street in the middle of a brick wall 75.6 feet from the southwest intersection of South Main Street and West Noble Avenue, and running thence with said wall north 69 degrees 30 minutes west 137.4 feet to a point on the eastern or outer face of a 13-inch wall adjacent to another thirteen inch wall; thence with the eastern face of said wall and along the property of ... north 20 degrees 23 minutes east 75.5 feet to a point on West Noble Avenue; thence with said Avenue north 69 degrees 37 minutes west 40.1 feet to the western face of a wall ... McBee Avenue; thence with said wall south 20 degrees 20 minutes west ... to an iron pin on the north side of a 12-foot alley; thence with said alley north ... west 118 feet to a point on South Laurens Street; thence with said Street south ... 2 minutes west 91.8 feet to a point on the north side of a 12-foot alley; thence with said alley south 69 degrees 40 minutes east 153.25 feet to an iron pin ... said alley; thence continuing with said alley south 69 degrees 40 minutes ... to an iron pin; thence north 19 degrees 14 minutes east 42.5 feet to a point on the eastern or outer face of the south wall of the Mortgagors' Department Store building; thence with the southern face of said wall south 69 degrees 40 minutes east 113.02 feet, ... to a point on South Main Street; thence with South Main Street north ... east 76.09 feet to the beginning corner, and being the same ... Mortgagors by deeds recorded in the R.I.C. Office for Greenville County, in ... 438; book 142 at page 300; book 187 at page 17; book 190 at page 12; ... book 356 at page 360; book 365 at page 363; book 356 at page 360; and ... subject, however, to the easement reserved in the use of the aforementioned ... and party wall agreements of record.

The Mortgagors further bargain, sell and release unto the Mortgagee all of their right, title and interest in and to all walls and wall rights conveyed to the Mortgagee by the aforementioned agreements and deeds, and further release to the Mortgagee the ... in and to the walls acquired by the Mortgagors through use and occupancy ...

The Mortgagors further bargain, sell and release unto the Mortgagee all of their right, title and interest in and to that ten foot alley, referred to above, running along the southern edge of the property herein mortgaged and running between this property and property of Paul G. Cushman, et al. (Poinsett Auto Storage Bldg.) and the Greenville Community Hotel Corporation (Poinsett Hotel Bldg.) and further bargain, sell and release unto the Mortgagee all of their right, title and interest in and to a 10 foot alley, ... the above referred to 10 foot alley and running between the Poinsett Hotel and ... Storage building and terminating at West Court Street.