

The State of South Carolina,

JAN 18 3 34 PM 1960

County of GREENVILLE

OLLIE F. WORTH
R.M.C.

To All Whom These Presents May Concern: BERRY'S INC.

SEND GREETING:

Whereas, the said Berry's Inc.

hereinafter called the mortgagor(s)

in and by its certain promissory note to-wit: of even date with these presents, is well and truly indebted to The School District of Greenville County

hereinafter called the mortgagee(s), in the full and just sum of Sixty-three Thousand Seven Hundred and Fifty and no/100 ----- DOLLARS (\$ 63,750.00), to be paid

in three equal installments of \$21,250.00 each, the first payment being due January 16, 1961, and \$21,250.00 payable January 16, 1962, and \$21,250.00 payable January 16, 1963, with interest thereon at five (5%) per cent per annum, to be paid and computed annually, the accrued interest to be in addition to the annual payment on principal with the right of mortgagor to anticipate in part or all of said indebtedness upon the payment of twelve months interest or after twelve months from date

with interest thereon from date

at the rate of five (5%)

percentum per annum, to be computed and paid

annually until paid in full; all interest not paid when due to bear interest at the 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 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(s) promise 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 SCHOOL DISTRICT OF GREENVILLE COUNTY, ITS SUCCESSORS AND ASSIGNS:

All that certain piece, parcel or lot of land, within the corporate limits of the City of Greenville, in the County of Greenville, State of South Carolina, and being located on the corner of Pendleton Street and Perry Avenue Extension and according to a recent survey by Piedmont Engineering Service, dated January 14, 1960, plat recorded in the R.M.C. office for Greenville County, in Plat Book TT at page 119, having the following metes and bounds, to wit:

BEGINNING at a point where Perry Avenue Extension joins Pendleton Street, being the northwest corner of said Pendleton Street and Perry Avenue Extension, and running thence with Perry Avenue Extension along the right of way from the City of Greenville for said Perry Avenue Extension, N 18-44 W, 172.6 feet, thence continuing with said right of way, N 28-53 W, 43.5 feet, thence continuing with said right of way, N 35-31 W, 32.3 feet to an iron pin, thence continuing with said right of way, N 59-10 W, 35.6 feet to an iron pin, thence leaving the right of way of said Perry Avenue Extension and along the line of property of the City of Greenville and property now or formerly owned by Eva Gunthrip, S 77-04 W, 159.5 feet to an iron pin along the line of property now or formerly owned by Mrs. M. F. Ansel and H. H. Harris, thence with the Ansel and Harris line, S 18-33 E, 263.8 feet to an iron pin on the edge of the right of way for Pendleton Street, thence along said right of way, N 80-37 E, 44.6 feet to an iron pin, thence continuing with the said right of way, N 71-54 E, 156.3 feet to an iron pin, the beginning corner.