

837 Page 542

The State of South Carolina MORTGAGE OF LEASEHOLD

County of GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, the said STORES, INC.,

a corporation chartered under the laws of the State of South Carolina, in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA in the full and just sum of Sixty Thousand & no/100 (\$60,000.00) Dollars, payable as follows:

Beginning on the 15th day of January, 1961, and on the 15th day of each month thereafter the sum of \$636.39, and the balance of said principal sum due and payable on the 15th day of December, 1970. The aforesaid monthly payments of \$636.39 each are to be applied first to interest, payable monthly, at the rate of 5% per annum on \$60,000.00, or so much as shall with interest thereon from time to time remain unpaid, with balance applied to principal, with interest thereon at the rate of 5% per centum per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 promises 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 STORES, INC.,

in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to it the said Stores, Inc.,

in hand well and truly paid by the said The Citizens and Southern National Bank of South Carolina, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by the Presents does grant, bargain, sell and release unto the

said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

The leasehold interest hereinafter described and the land and premises comprised in and demised by said lease and the buildings thereon, together with the appurtenances and also the said indenture of lease. The land and premises comprised in and demised by said lease are described as follows:

ALL That certain piece, parcel or lot of land situate, lying and being in the County of Greenville, both within and without the City of Greenville, being a part of that tract of land now known as Terrace Shopping Center and more particularly described as follows:

BEGINNING At a point on the outer edge of the southernmost point of sidewalk which approximately parallels Augusta Street (at point where same makes approximate 45 degree turn and runs 40 feet, more or less, to join Ben Franklin Store) and running thence along said sidewalk in a northerly direction 75 feet, more or less; thence turning at approximately right angles and running in a westerly direction approximately 50 feet to a service alley; thence turning and running in a southerly direction along said

Paid and fully satisfied this the 13th day of Sept. 1967 The Citizens + Southern National Bank of Greenville, S.C.

By: Ben D. Harvey Cashier

Witness: Bobby J. Nelson D. E. Cudd

SATISFIED AND CANCELED OF RECORD

22 DAY OF Sept 1967 Allie Barnwell R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11:30 CLOCK A.M. NO. 8024