

MORTGAGE PM 1961

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:
SHERWOOD, INC., AND MATTHEW W. HANSCOM
GREENVILLE, SOUTH CAROLINA

of hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Twenty-seven Thousand and No/100 ----- Dollars (\$ 27,000.00), with interest from date at the rate of six----- per centum (6 %) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Ninety-nine and 77/100 ----- Dollars (\$ 299.77), commencing on the 15 day of March 19 61 and on the 15 day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the eastern side of Pleasantburg Drive (S. C. Highway 291) in the City of Greenville, and according to survey made by R. K. Campbell on January 31, 1961, is described as follows:

BEGINNING at an iron pin on the eastern side of Pleasantburg Drive 300 feet south from LeGrand Boulevard and running thence S.63-57 E. 216.9 feet to an iron pin in line of Lot 163 of Sherwood Forest; thence with the lines of Lots 163, 162 and 161 S. 26-54 W. 125.01 feet to an iron pin; thence N. 63-57 W. 215 feet to an iron pin on Pleasantburg Drive; thence with the eastern side of said drive N. 26-03 E. 125 feet to the beginning corner. Being a portion of the property conveyed to Sherwood, Inc., by deed recorded in Deed Book 497, Page 107, and the fee of the property is owned solely by Sherwood, Inc.; Matthew W. Hanscom is the lessee of the property under a lease recorded in Deed Book 663, Page 127, as amended by amendment recorded in Deed Book 663, Page 109. The said Sherwood, Inc., and Matthew W. Hanscom, by joining in the execution of this mortgage, do hereby subordinate to it and include in it all rights either of them may have by virtue of said lease as amended. Each of the mortgagors hereby waives with respect to the rights of the mortgagee all requirements and provisions in the said lease limiting the encumbering of the leased premises or requiring notices from the mortgagee or imposing any other limitation or burden on the mortgagee in enforcing the provisions of this mortgage. Each of the mortgagors hereby assigns to the mortgagee his or its rights against the other mortgagor under the terms of the said lease as further security for the indebtedness secured by this mortgage.

The execution of this mortgage is duly authorized by a proper resolution of the Board of Directors with the consent of all stockholders of Sherwood, Inc. It is further understood and agreed that this mortgage is executed Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described. (below)

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

* to secure the note of even date executed by Matthew W. Hanscom only, and Sherwood, Inc., assumes no obligation whatever for the payment of said note.