MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 65157

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, E M Wharton SEND GREETING:

WHEREAS, I, the said E. M. Wharton in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to J. F. Gallivan in the full and just sum of Sixty Thousand Dollars, to be paid five years from date with privilege upon sixty days written notice to pay at end of any interest year the sum of $1000.00 or any sum in multiples of $1000.00 with interest thereon, from date until paid at the rate of 6 per cent. per annum to be computed and paid semi-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, said note further providing for an attorney's fee of Twelve per cent of $60,000.00 besides all costs and expenses of collection, to be added to the amount due on the said note, to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That I, the said E. M. Wharton in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. F. Gallivan (SEAL) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said W. L. Cothran (SEAL) in hand well and truly paid by the said J. F. Gallivan 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 J. F. Gallivan his heirs and assigns:

All that certain lot of land situate on the West side of North Main Street, between North Streets, in the City and County of Greenville, South Carolina, beginning at an iron pin on said Main Street in the Southern line of the Barr lot, and running thence in a westerly direction along Barr's line 120 feet to an alley; thence with the southern line and parallel with Main Street, 30 feet to the corner of H. H. Burgiss lot; thence along his line to a point on Main Street, thirty feet from the beginning corner; thence along Main Street thirty feet to the beginning corner; also all of my right, title and interest in the brick wall forming the Southern wall of the Barr and being the northern wall of my building on said lot.

Given under my hand and seal this 1st day of February 1926.

E. M. Wharton (SEAL)

Witness my hand and seal this 1st day of February 1926.

W. L. Cothran
Frances W. Hughes

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PERSONALLY appeared before me W. L. Cothran and made oath that he saw the within named E. M. Wharton sign, seal and deliver the within Mortgage for the uses and purposes therein mentioned, and that he with Frances W. Hughes witnessed the execution thereof.

SWORN TO before me this 1st day of February 1926.

W. L. Cothran
Frances W. Hughes
J. F. Gallivan
Leo A. Gresham
Notary Public for South Carolina

Recorded 1st day of February 1926.

Leo A. Gresham
R. M. C. FOR GREENVILLE COUNTY, S. C.

#1984 R. M. C. FOR GREENVILLE COUNTY S. C.
AT 11:40 O'CLOCK A. M.