

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Whereas the Stockholders of Spartan Realty Company have
Authorized this Mortgage
Spartan Realty Company a Corporation
WHEREAS, the said Spartan Realty Company
in and by its certain obligation in writing, of
even date with these presents, well and truly indebted to

J. N. Cudd.
in the full and just sum of (\$46,905.51) Forty six thousand nine hundred
Dollars, to be paid five and 5/100 dollars to be paid according to
the tenor of the obligation or any renewals thereof
it being agreed that this mortgage shall secure any
and all renewals of any part of the indebtedness
secured hereby date
with interest thereon, from 34 8 per cent. per annum to be
computed and paid annually

until paid in interest and principal when due to bear interest at the same rate as principal; and if any portion of
principal or interest be at any time due and unpaid, then the whole amount evidenced by this mortgage to become immediately due, at the option of the holder thereof, who may
reue thereon and foreclose this mortgage, said note further providing for an attorney's fee of \$390.30
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 attorney for 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 we
more fully appear

NOW, KNOW ALL MEN, That the said Spartan Realty Company
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said
J. N. Cudd
according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to
Spartan Realty Company
in hand well and truly paid by the said
J. N. Cudd

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. N. Cudd: of

All that lot of land on the west side of Spring Street in the City of Greenville in the above mentioned County and State aforesaid, known and designated as lot # 7 of the Jennings Property according to Plat recorded in the office of R. M. C. for Greenville County in plat Book "C" at Page 59 and according to said Plat described as follows:

Beginning at an iron pipe on Spring Street at corner of the foot alley, 110 feet south from corner of East Washington Street and Spring Street; thence S. 22-42 W. 90 feet to corner of W. C. Cleburne lot; thence N. 69-39 W. 101.7 feet to iron pin; thence N. 21-55 E. 90 feet to iron pin on said ten foot alley; thence with said alley S. 69-39 E. 103 feet to the beginning corner.

Also all my right, title and interest in and to all motion picture and theatre equipment and fixtures, whether attached or unattached to the realty situate on the foregoing premises and used in connection therewith.

This is the same property conveyed to Spartan Realty Company by Ed. C. Curbits by deed dated October 7, 1930 and is junior to a mortgage made to Walter Williams, Trustee, recorded in Mortgage Book 194 at Page 426 in the R. M. C. for Greenville County upon which there is due a balance of \$35,000.00.