

MORTGAGE OF REAL ESTATE

WALKER, SHAW & POWELL CO., CHARLESTON, S. C. 14500-0-15-40

STATE OF SOUTH CAROLINA,
GREENVILLE COUNTY.

(S. C. Mortgage Form 10-3-40)

TO ALL WHOM THESE PRESENTS MAY CONCERN: C. G. Gunter, Incorporated,

SEND GREETINGS:

WHEREAS C. G. Gunter, Incorporated, a corporation chartered and existing under the laws of the State of South Carolina, hereinafter referred to as Mortgagor, which expression shall include the singular and plural and the heirs, legal representatives, successors and assigns, in and by its certain Notes or Obligations bearing date the 21st day of January A. D. 1941 stand firmly held and bound unto The Buckeye Cotton Oil Company, a corporation with principal place of business in the city of Cincinnati, Hamilton County, State of Ohio, hereinafter referred to as the Mortgagee, which expression shall include the successors and assigns, conditioned for payment of the full and just sum of Twenty Thousand (\$20,000.00) Dollars besides interest from date at the rate of six per cent per annum until maturity, and thereafter, at the rate of six per cent per annum until paid, payable annually until fully paid, in the following installments, to-wit: \$5,000.00 to be paid December 1, 1941, \$5,000.00 to be paid December 1, 1942, \$5,000.00 to be paid December 1, 1943, \$5,000.00 to be paid December 1, 1944.

And all renewals or extensions thereof, in whole or in part, and any new promise to pay the said sum in whole or in part, and also any future and further advances, if any, to be made by the said Mortgagee, as well as any other indebtedness to the said Mortgagee, represented by other promissory notes, open account, or otherwise.

NOW KNOW ALL MEN, That C. G. Gunter, Incorporated, the said Mortgagor for and in consideration of the said debt and the sum of Money aforesaid, and for the better securing the payment thereof, and all renewals or extensions thereof, in whole or in part and any new promise to pay the said sum in whole or in part, and also any future and further advances, if any, as well as any other indebtedness to the said Mortgagee, represented by other promissory notes, open account or otherwise, to the said Mortgagee according to the conditions of the said Note or Obligation, and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor to hand well and truly paid by the said Mortgagee at and before the sealing and delivery 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 Mortgagee:

X All that certain lot or parcel of land situate, lying and being in Greenville County, State aforesaid, in the village of Oneal, near the junction of the Rutherford and Gap Creek Roads, in Oneal Township, and having the following courses and distances: Beginning at an iron pin in the center of the Rutherford Road and runs thence with said road N. 16.36 E. 153 feet to an iron pin in the center of said road; thence N. 71.05 E. 124 feet to an iron pin, thence S. 81.50 E. 84 feet to an iron pin; thence S. 44.45 E. 200 feet to an iron pin on South edge of a road leading to W. W. Bruce's place; thence along said road S. 86.13 W. 384 feet to the beginning corner containing One and five one-hundredths (1.05) acres, more or less, according to survey of J. H. [unclear] Surveyor, of March 17, 1934.

This being the same lot conveyed to the mortgagor by J. H. Mills by deed dated October 17, 1938.

Together with all and singular the following goods and chattels, to-wit: All that certain cotton gin machinery located on the above described lot and known and designated as the Oneal Gin in Oneal Township, County and State aforesaid. The said gin machinery consisting of 3 - 70 Saw Gears Gins; 1 Lumus Condenser; One Lumus Press with Cameron Tramp; 1 Howe Platform wagon; 1 Howe Cotton bale weighing scales; 1 electric motor 60 H. P. with six blast fan; 2 motor transformers from Duke Power Company; 1 suction fan; Also all piping, belting, machinery and equipment not particularly designated herein which is used with and in the operation of said gin machinery.

ALSO, all the right, title and interest of the mortgagor in and to all that certain parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Oneal Township, in the Double Springs Community and known as the Double Springs Gin property which lot is part of the D. I. Lynn home tract and located at the intersection of Buncombe Road and an unnamed road leading from the said Buncombe Road to the Milford Baptist Church. The said lot having been marked off but not surveyed and is shown by stakes, containing one acre, more or less, and is bounded by lands of D. I. Lynn, Lee Ross and the above described highway. The interest of the mortgagor in this lot is that of a lessee under an assignment of a lease executed by D. I. Lynn, Mrs. Pearl Lynn to J. H. Mills and Boyd Mills October 18, 1932 which lease was duly assigned to the mortgagor and provides that the lessee is to have and to hold the property above described for the purpose of operating a gin machinery thereon and shall continue to have and to hold said property so long as said property is used for such purpose, upon the payment of an annual rental of \$20.00 per annum. The mortgagor hereby transfers and assigns the said lease unto the mortgagee.