600x 902 Rect 56

The State of South Carolina,

County of

GREENVILLE

POP 11 MORTGAGE OF LEASEHOLD

To All Whom These Presents May Concerns

SEND GREETING

Whereas, the said SHOPS, INC.

a corporation chartered under the laws of the State of South Carolina, in and by its certain promis-

sory 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 Two Hundred Ninety Thousand (\$290,000.00) Dollars

Beginning on the 15th day of January, 1963, and on the 15th day of each month thereafter the sum of \$3,074.90, and the balance of said principal sum due and payable on the 15th day of December, 1972. The aforesaid monthly payments of \$3,074.90 each are to be applied first to interest, payable monthly, at the rate of 5% per annum on \$290,000.00 or so much as shall from time to time remain unpaid, with balance applied to principal with interest thereon tooms.

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 SHOPS, 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 SHOPS, 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 grant-

ed, bargained, sold and released and by the Presents does grant, bargain, sell and release unto the

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

ALL those certain pieces, parcels or lots of land situate; lying and being in the Count, 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:

That property shown on plat of property of A. T. sullivan, prepared by Piedmont Engineering Service January 12, 1959, amended by C. T. Wyche January 15, 1959, and designated thereon as the "Marsh Building" (containing 21,900 square feet, more or less) and the "Marsh Parking Area" (containing 53,000 square feet, more or less), and that certain other piece, parcel or lot of land adjoining the above-described landand shown on said plat as "Eckerd" containing 10,000 square feet, more or less), as is described in lease from CENTER, INC., to SHOPS, INC., dated January 15, 1959, Memorandum thereof recorded in the office of