

MORTGAGE: Prepared by Rainey, Fant & Brawley, Attorneys at Law, Greenville, S. C.

State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

DEC 31 12 30 PM 1954

OLLIE FARNSWORTH
R. M. C.

ACME REALTY COMPANY

SEND GREETING:

WHEREAS, the said Acme Realty Company

hereinafter called the mortgagor(s)
in and by its certain promissory note in writing, of even date with these presents is well and truly in-
debted to G. L. Muckenfuss

hereinafter called the mortgagee(s)
in the full and just sum of Ten Thousand and No/100 - - - - -
(\$10,000.00) DOLLARS, to be paid at in Greenville, S. C., together with
interest thereon from date hereof until maturity at the rate of Five (5%) per centum per annum,
said principal and interest being payable in monthly installments as follows:

Beginning on the 10th day of February, 1955, and on the 10th day of each
month of each year thereafter the sum of \$106.07, to be applied on the
interest and principal of said note, said payments to continue up to and including the 10th day of December
1964, and the balance of said principal and interest to be due and payable on the 10th day of January
1965; the aforesaid monthly payments of \$106.07 each are to be applied first to
interest at the rate of Five (5%) per centum per annum on the principal sum of \$10,000.00 or
so much thereof as shall, from time to time, remain unpaid and the balance of each monthly pay-
ment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the
event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall
bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any con-
dition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due,
at the option of the holder thereof, 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 its 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 in-
cluding ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be se-
cured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That it, the said mortgagor(s), in consideration of the said debt and sum of money
aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and
also in consideration of the further sum of THREE DOLLARS, to Acme Realty Company
the said mortgagor(s) in hand and truly paid by the said
mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained,
sold and released, and by these Presents do grant, bargain, sell and release unto the said G. L. Muckenfuss,
his heirs and assigns, forever:

All that lot of land with the buildings and improvements thereon,
situate on the West side of South Richardson Street, in the City of
Greenville, in Greenville County, South Carolina, and having the follow-
ing metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of South Richardson Street
at corner of property now or formerly of Woods, and running thence N. 65½
W. 151 feet 7 inches to an iron pin; thence S. 14-00 W. 55 feet to an iron
pin; thence S. 66½ E. 61 feet 6 inches to an iron pin at corner of prop-
erty now or formerly of W. T. Henderson; thence N. 20-00 E. 6 feet
to an iron pin; thence S. 69-48 E. 85.5 feet to an iron pin on the West
side of South Richardson Street; thence along the West side of South
Richardson Street N. 20-12 E. 50 feet to the beginning corner.

TOGETHER with all rights which the Mortgagor has in and to the use of
that 20 foot alley lying south of and adjacent to the above property
heretofore created under an agreement entered into between Roger C. Peace,
et al and Marsmen, Inc., et al, dated June 14, 1937, recorded in the R.M.C.
Office for Greenville County, S. C., in Deed Book 199, page 424, said alley
being shown by metes and bounds on a plat made by Dalton & Neves, June 1937,
recorded in said R.M.C. Office in Plat Book "I", at page 76.