

State of South Carolina,

County of GREENVILLE

FILED
GREENVILLE CO. S. C.

JAN 3 9 48 AM 1955

OLLIE FAIRBANKS
R. M. O.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COLONIAL COURT HOTEL

WHEREAS, the said mortgagor Colonial Court Hotel (herein called mortgagor) SEND GREETING:

in and by a certain promissory note in writing, of even date with these Presents is well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of One Hundred Thousand and No/100 (\$100,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four and one-half ($4\frac{1}{2}$ %) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 1st day of February, 1955, and on the 1st day of each month of each year thereafter the sum of \$1,037.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of December, 1964, and the balance of said principal and interest to be due and payable on the 1st day of January, 1965; the aforesaid monthly payments of \$1,037.00 each are to be applied first to interest at the rate of Four and one-half ($4\frac{1}{2}$ %) per centum per annum on the principal sum of \$100,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All instalments 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 instalment or instalments, or any part thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 and mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY, its successors and assigns, forever:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Northwest side of U. S. Highway No. 29 (also known as the Greenville-Spartanburg Super Highway) in that area recently annexed to the City of Greenville in Greenville County, S. C., and having according to a survey made by Pickell & Pickell, Engineers, November 10, 1949, revised August 25, 1950, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwest side of U. S. Highway No. 29, said pin being where the Northwest edge of the right of way of U. S. Highway No. 29 intersects with the Southwest edge of an unnamed street and running thence along the Northwest edge of the right of way of said Highway No. 29, S. 52-30 W., 310 feet to an iron pin; thence continuing with the right of way of said Highway No. 29, N. 35-28 W., 20 feet to an iron pin; thence continuing along the Northwest edge of the right of way of U. S. Highway No. 29, S. 52-30 W., 337.4 feet to an iron pin; thence N. 37-30 W., 359.6 feet to an iron pin on the South edge of a County road; thence S. 70-20 E., 79.1 feet to an iron pin; thence N. 1-30 W., 21 feet to a point in center of said County road; thence along the center of said County road, N. 67-00 E., 656 feet to a point at the Southwest corner of the intersection of said County road with said unnamed street; thence along the Southwest side of said unnamed street, S. 17-30 E., 214.5 feet to the beginning corner.

(over)

RECORDED AND INDEXED BY RECORD
DAY OF 1955
GREENVILLE COUNTY, S. C.
BOOK 7 N. NO. 374