

GREENVILLE CO. S. C.

BOOK 683 PAGE 83

The State of South Carolina,

County of Greenville

JUN 28 4 27 PM 1956

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern:

Pleasantburg Shopping Center, Inc.

SEND GREETING:

Whereas, the said Pleasantburg Shopping Center, Inc.

a corporation chartered under the laws of the State of South Carolina, in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to R. M. Caine in the full and just sum of Sixty-Five Thousand and no/100 (\$65,000.00) Dollars

, to be paid in accordance with the terms set forth in said

promissory note,

, with interest thereon from date

at the rate of 5 per centum per annum, to be computed and paid as provided in said

promissory note

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 Pleasantburg Shopping Center, Inc.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said R. M. Caine

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to it the said Pleasantburg Shopping

Center, Inc.

, in hand well and truly paid by the said R. M. Caine

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by the Presents does grant, bargain, sell and release unto the said R. M. Caine, his heirs and assigns forever:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the southeasterly side of Shoppers Drive in the City of Greenville, S. C., being a portion of the property shown on the plat entitled "Property of James W. Curdts, Trustee" and recorded in the RMC Office for Greenville County, S. C. in Plat Book HH, page 51 (see also Plat Book Z, page 199), and having according to a recent survey made by Piedmont Engineering Service, dated June 17, 1955, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Shoppers Drive at a point 115.5 feet southwest of the southerly corner of the intersection of Shoppers Drive and Laurens Road, said pin being the corner of property of the mortgagor herein with property belonging to The Peoples National Bank of Greenville (see Plat Book II, page 169), and running thence S 55-31 E 65 feet to an iron pin; thence S 34-29 W 184.5 feet to an iron pin on the northeasterly side of Liberty Lane; thence along the northeasterly side of Liberty Lane N 55-31 W 65 feet to an iron pin at the easterly corner of the intersection of Liberty Lane and Shoppers Drive (for plat of Shoppers Drive see Plat Book II, page 161); thence along the southeasterly side of Shoppers Drive N 34-29 E 184.5 feet to the point of beginning.

This mortgage is entered into by Pleasantburg Shopping Center, Inc. upon the authority of a resolution passed at a duly called meeting of its Board of Directors on June 28, 1956.

For submittal to City. See G.C. No. 2042, 176 Page 54.