

# State of South Carolina

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OLLM. T. B. WORTH  
R. M. C.

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. H. Cook & Sons, Inc., a North Carolina Corporation,

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor J. H. Cook & Sons, Inc.

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 Fifty Thousand and no/100

(\$ 50,000.00) 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 five and three-fourths (5-3/4 %) per centum per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the first day of January, 1964, and on the first day of each month of each year thereafter the sum of \$ 548.90

to be applied on the interest and principal of said note, said payments to continue up to and including the first day of November, 1973, and the balance of said principal and interest to be due and payable on the first day of December, 1973; the aforesaid monthly payments of \$ 548.90

each are to be applied first to interest at the rate of five and three-fourths (5-3/4 %) per centum per annum on the principal sum of \$ 50,000.00 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, lying and being on the easterly side of North Markley Street, in the City of Greenville, S. C., and having according to a plat of the property of J. H. Cook & Sons, Inc., recorded in the RMC Office for Greenville County, S. C. in Plat Book EEE, page 121, the following metes and bounds, to-wit:

BEGINNING at a drill hole on the easterly side of North Markley Street at a point 210 feet north of the northeasterly corner of the intersection of North Markley Street and Rhett Street, corner of property now or formerly belonging to Parker, and running thence along the easterly side of North Markley Street N 20-00 E 150 feet to a nail and cap; thence turning and running S 70-14 E 212 feet to the edge of a rail on top of a platform, which point is on the westerly edge of the right-of-way of the Southern Railroad Company; thence turning and running along the westerly edge of said right-of-way S 1-50 E 165.8 feet to an iron pin, rear corner of the Parker property; thence turning and running along the joint line of the Parker property N 69-11 W 273.6 feet to the point of beginning.

The above described property is subject to a 25 foot easement reserved for street use, which easement extends over and across the northerly portion of said lot and fronts 25 feet on Markley Street, and extends back in parallel lines the entire depth of said lot, as more particularly shown on the recorded plat above referred to, and is more particularly described in the deed recorded in the said RMC Office in Deed Book 243, page 366.