

STATE OF SOUTH CAROLINA,
County of Greenville

This Mortgage Assigned to Liberty Life Ins. Co.
on 5 day of Feb 1940
in Vol. 310 of R. E. Mortgages on Page 5 Assignment recorded

#1648

I, W. J. Wyatt

SEND GREETING:

WHEREAS, I the said W. J. Wyatt

in and by my certain promissory note in writing, of even date with these presents and well and truly indebted to ~~SURETY MORTGAGE COMPANY~~ SURETY MORTGAGE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Two thousand two hundred sixty four and 79/100 \$ 2264.79 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 (5) per centum per annum (said principal and interest being payable in one hundred forty one installments as follows:

Beginning on the 3rd day of August, 1940, and on the 3rd day of each succeeding month of each year thereafter the sum of \$ 21.28, to be applied on the interest and principal of said note, said payments to continue up to including the 3rd day of March, 1952, and the balance of said principal and interest to be due and payable on the 3rd day of April, 1952; the aforesaid monthly payments of \$ 21.28 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of 2264.79 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 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 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 any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, covenant or agreement 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 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 the costs and expenses including (10%) per cent, of the indebtedness as attorneys' 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 W. J. Wyatt the said W. J. Wyatt in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said ~~SURETY MORTGAGE COMPANY~~ SURETY MORTGAGE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said W. J. Wyatt in hand well and truly paid by the said ~~SURETY MORTGAGE COMPANY~~ SURETY MORTGAGE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said ~~SURETY MORTGAGE COMPANY~~ SURETY MORTGAGE COMPANY

All that certain lot or parcel of land situate on the West side of Memminger Street in the City of Greenville, County and State aforesaid, and having the following metes and bounds: BEGINNING at stake at corner of John Reynolds lot and running thence along Memminger Street S. 18 W 43 feet to stone; thence N 76 W 20 1/2 feet to ten foot alley; thence along said alley N 18 E 43 feet to stake; thence S 76 E 20 1/2 feet to the beginning corner, being known and designated as Lot No. 10 on plat of property of Mountain City Land & Improvement Company made by J. N. Southern, D. S. recorded in the R. M. C. Office for Greenville County in Deed Book "WW", at page 605.

Also, all that other said lot of land situate on the West side of Memminger Street in said City, County and State and described as follows: BEGINNING at a stake on the West side of Memminger Street at corner of Lot No. 10 and running thence with said Lot N 76 W 20 1/2 feet to a ten foot alley; thence along said alley S 18 W 21 1/2 feet to point in center of lot No. 11; thence along center of said lot S 20 1/2 feet to Memminger Street; thence along Memminger Street 21 1/2 feet to the beginning corner being known and designated as part of lot No. 11 as shown by Plat above referred to. This being the same property conveyed to me this day by Surety Mortgage Company by deed yet to be recorded.

This is a purchase money mortgage.

In addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the mortgagor covenants and agrees that he will pay on the 3rd of each month until said note is paid an annual installment on the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable on such insurance policies as may be required by the mortgagee. Said installments shall be equal respectively to the estimated yearly taxes and assessments and yearly insurance premiums divided by twelve. Said installments shall be received and retained by the mortgagee as trustee by application on said taxes and assessment and insurance premiums as they become due annually. This clause is to be operated at the option of the mortgagor.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

For value received the Surety Mortgage Company hereby assigns and transfers unto The Liberty Life Insurance Company the within mortgage, together with the note which same secures this 3rd day of July, 1940.

Witnesses:
W. B. McGowan
Sarah Ridgeway

Surety Mortgage Company
By- Francis W. Hipps
As President
and M. M. Erwin
As Secretary