

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of GREENVILLE

I, L. B. SIMS

SEND GREETING: *page 7*

WHEREAS, I, the said L. B. Sims

in and by ~~MY~~ certain promissory note in writing, of even date with these presents ~~am~~ well and truly indebted to ~~SOUTHERN LIFE INSURANCE COMPANY~~ LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of ~~Eight Thousand and~~ No/100 - - - - (\$ 8,000.00) 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 1/2 %) per centum per annum, said principal and interest being payable in ~~monthly~~ ^{monthly} installments as follows:

Beginning on the 15th day of March, 1946, and on the 15th day of ~~each~~ ^{month} of each year thereafter the sum of \$ 100.00, to be applied on the interest and principal of said note, said payments to continue ~~up to and including the~~ ^{until the principal and interest are paid in full} day of ~~19~~ ¹⁹, and the balance of said principal and interest to be the and paid on the ~~day of~~ ^{day of} ~~19~~ ¹⁹; the aforesaid ~~monthly~~ ^{monthly} payments of \$ 100.00 each are to be applied first to interest at the rate of ~~four and~~ ^{one-half} (4 1/2 %) per centum per annum on the principal sum of \$ 8,000.00 or so much thereof as shall from time to time remain unpaid and the balance of each ~~monthly~~ ^{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, 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 each of said cases the mortgagor promises to pay all costs and expenses including ten (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 I, the said L. B. Sims, 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 L. B. Sims 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, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY.

All that piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the West side of Buncombe Street, and being known and designated as Lot No. 5 on a plat of the property of Dr. L. B. Sims prepared by Pickell & Pickell, Engineers, dated February 6, 1946, and being of record in the R.M.C. Office for Greenville County, S. C., in Plat Book B, at page 198, and having, according to said plat, the following notes and bounds, to-wit:-

BEGINNING at an iron pin on the West side of Buncombe Street and running W. 127.7 feet to an iron pin on the Northern side of a nine foot alley; thence with the Northern side of said alley, N. 62 W. 53 feet to an iron pin on said alley; thence along said alley and running N. 26-30 E. 102.9 feet to an iron pin; thence N. 34-30 E. 52.4 feet to an iron pin on the West side of Buncombe Street; thence with the West side of Buncombe Street, S. 33-0 E. 52.4 feet to an iron pin, the beginning corner.

Together with the right of ingress, egress and regress over and upon said alleyway, of the width of at least nine (9) feet, as delineated upon said plat above referred to, from the East side of Whitner Street to the rear of the property hereinabove described, for all purposes connected with the free use and enjoyment of said property. And the mortgagor, being the owner of the property fronting on the East side of said Whitner Street along the Northern line of which property said alleyway extends, agrees for himself, his heirs, and assigns that said nine (9) foot alleyway shall at all times remain open and unobstructed, so as to provide free access to the rear of the property hereinabove described, from the East side of said Whitner Street.

This being part of the same property conveyed to the mortgagor herein by Florence Hillhouse by deed to be recorded herewith.

Handwritten notes and signatures:
- "An attorney for collection" (written vertically)
- "I have paid" (written vertically)
- "Sept 1946" (written vertically)
- "page 7" (written at top right)
- "LIBERTY LIFE INSURANCE COMPANY" (stamped circular seal)