

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of Greenville

William Earle Emory

SEND GREETING:

WHEREAS, I the said William Earle Emory

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Twelve Hundred & No/100ths (\$1200.00) 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 (4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April, 1946 and on the 1st day of each month of each year thereafter the sum of \$ 7.27, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of February, 1966, and the balance of said principal and interest to be due and payable on the 1st day of March 1966; the aforesaid monthly payments of \$ 7.27 each are to be applied first to interest at the rate of Four (4%) per centum per annum on the principal sum of \$ 1200.00 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 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 either 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 William Earle Emory 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 me

the said William Earle Emory 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 certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being at the Southwest corner of the intersection of Blue Ridge Drive and Gould Street (formerly known as Newland Avenue) near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot 38 on Plat of Perry property, recorded in the RMC Office for Greenville County, S. C. in Plat Book "0" Page 45, and having, according to a recent survey made by R. E. Dalton, Engineer, March 31, 1946, the following metes and bounds, to-wit:-

BEGINNING at an iron pin at the Southeast corner of the intersection of Blue Ridge Drive and Gould Street and running thence with the West side of Gould Street, S. 5-50 E. 130 feet to an iron pin; thence along the line of Lot 49, S. 87-45 E. 60 feet to an iron pin; thence with the line of Lot 39, N. 5-50 W. 130 feet to an iron pin on the South side of Blue Ridge Drive; thence with the South side of Blue Ridge Drive, N. 87-45 E. 60 feet to the beginning corner.

This mortgage is junior in rank to the lien of a F.H.A. Insured Mortgage given by me to Liberty Insurance Company for \$4800.00 of even date herewith.

This is the same property conveyed to me by deed of Hext M. Perry as Trustee, deed dated July 9, 1945, recorded in the RMC Office for Greenville County, S. C. in Deed Book 278, Page 8.

The Mortgagor agrees that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby he will pay to the Mortgagee, on the first day of each month, until the indebtedness secured hereby is paid in full a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums, as estimated by the Mortgagee, and, on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgagee may, at its option, pay said items and charge all advances therefor to the mortgage debt.

Handwritten notes:
Paid in full
Subscribed by
Wm. P.
Witnesses:
Hext M. Perry
W. M. Mendenhall

RECORDED AND CANCELLED OF RECORD
DAY OF
FOR GREENVILLE COUNTY
BOOK H. N. NO. 1951-1951
1951