

MORTGAGE

BOOK 642 PAGE 80

State of South Carolina

County of GREENVILLE

FILED GREENVILLE CO. S. C.

JUN 17 1 02 PM 1955

OLLIE FARNOWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, MIRIAM J. MOFFAT

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Miriam J. Moffat

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 Twelve Thousand Five Hundred and No/100ths (\$12,500.00) 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 three-fourths (4 3/4%) per centum per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the 1st day of August, 1955, and on the 1st day of each month of each year thereafter the sum of \$ 80.88

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1975, and the balance of said principal and interest to be due and payable on the 1st day of July, 1975; the aforesaid monthly payments of \$ 80.88

each are to be applied first to interest at the rate of four and three-fourths (4 3/4%) per centum per annum on the principal sum of \$ 12,500.00 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

All that certain piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Northern side of Warner Street, being known and designated as Lot No. 34 of the Wade Cothran property and being as shown on a plat thereof recorded in the R. M. C. Office for Greenville County in Flat Book H at page 163. The subject premises have according thereto the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Warner Street at the corner of Lots Nos. 33 and 34, the said pin being 259.2 feet from the Northwest corner of Warner and McPherson Streets and running thence N. 9-35 E. 165 feet to an iron pin; thence N. 81-15 W. 65 feet to an iron pin; thence S. 9-35 W. 165 feet to an iron pin on Warner Street; thence along Warner Street S. 81-15 E. 65 feet to an iron pin at the beginning corner.

The above described property is the identical property conveyed to the mortgagor by deed of John W. Hyde and Jo Ann McEachern Hyde of even date and to be recorded.