

MORTGAGE OF REAL ESTATE

WALKER, EMANS & COGSWELL CO., CHARLESTON, S. C. 14586-9-19-40

FHA Form No. 6175b
(Farm Mortgage)

MORTGAGE

STATE OF SOUTH CAROLINA,) ss
COUNTY OF GREENVILLE.)



TO ALL WHOM THESE PRESENTS MAY CONCERN: Virginia Binkins of Greenville, South Carolina, hereinafter called the Mortgagor, send (s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Liberty Life Insurance Company, a corporation organized and existing under the laws of South Carolina, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Forty-two Hundred and No/100 Dollars (\$4200.00), with interest from date at the rate of four & 1/2 per centum (4 1/2%) per annum on the unpaid balance until paid, principal and interest being payable at the office of Liberty Life Insurance Company, Greenville, S. C. in or at such other place as the holder hereof may designate in writing, in (annual) (semi-annual) (monthly) installments of twenty-six and 59/100 Dollars (\$26.59), commencing on the first day of February, 1942, and a like amount on the first day of each and every month, in each year thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, is not so paid, shall be due and payable on the first day of January, 1962.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of _____, State of South Carolina: on the West side of Duncan Road on small branches of Reedy River, about six miles from the City of Greenville, and having the following metes and bounds according to a plat of the property of William Goldsmith and W. C. Walker, dated June, 1923, and a recent survey made by W. J. Riddle, Surveyor, December, 5, 1941, to wit:

BEGINNING at a stone on the West side of Duncan Road corner of J. F. Thackston's property (now King Thackston's estate) and running thence along Duncan Road S. 11-12 E. 176.4 feet to a stake; thence N. 88-36 W. 662 feet to a stump; thence N. 87-04 W. 486.5 feet to stake; thence S. 88-31 W. 349 feet crossing branch to a stake; thence N. 50-30 W. 339 feet to a stake by a sweet gum; thence N. 45-53 E. 511.7 feet to a post; thence N. 45-20 E. 538.7 feet to a stone on the line of J. F. Thackston (now King Thackston's Estate); thence along the lines of said J. F. Thackston (now King Thackston's Estate) S. 50-16 E. 1286 feet, more or less, to the beginning corner on the Duncan Road. Containing twenty one and nine-tenths (21.9) acres, more or less. Being a part of the same property conveyed by Charlie J. Hill to Wade H. Batson, Trustee, by his deed dated May 16th, 1923, and recorded in Vol. 89 page 295.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in an amount equal to one or more (annual) (semi-annual) (monthly) payments on principal that are next due, on any periodic payment date; provided, however, that written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment. In the event this debt is paid in full prior to maturity and while it is insured under the provision of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor, or endorser, agree to be jointly and severally bound to pay to the holder hereof an adjusted premium charge of one per centum (1%) of the original principal amount of the debt evidenced thereby, provided that in no event shall the adjusted premium charge exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured