312 MORTGAGE OF REAL ESTATE—G.R.E.M. 9 STATE OF SOUTH CAROLINA, County of Greenville J. Clyde Ross WHEREAS, I the said J. Clyde Ross the Liberty in and by \_\_\_my\_ certain promissory note in writing, of even date with these presents \_\_\_am \_\_ well and your indeased to some state like IN-SURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the July and the sum of Forty-Three Hundred wille S. C. together with interest thereon from date (\$ 4.300.00) DOLLARS, to be paid at its Home Office in Ose hereof until maturity at the rate of five ( 5) for centum per annum, said principal of interest being payable in quarterly installments as follows: Modember, February, May and of Beginning on the 15th day of August , 19 42 and on the 15th day & each of said note, said payments to continue up to ineach year thereafter the sum of \$ 137.26, to be applied on the interest and principal to be applied on the interest. be due and payable on the 15 th day of May cluding the 15th day of February, 19 52 and the balance of said principal and in the said princi \_each are to be applied first to interest at the rate 19 52 the aforesaid quarterly payments of \$ 137.26 of 11ve (5 %) per centum per annum on the principal sum of \$ 4.300.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly & \_\_\_\_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 increst 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 majurity/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 nees, 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

| The consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said for ANCE COMPANY according to the terms of the terms of the terms of the further sum of THREE DOLLARS, to\_\_\_\_ 1Liberty All that piece, parcel or lot of land in Paris Mountain Township, Greenville County, State of South Carolina, on the Buncombe Road, and having the following metes and bounds, to-wit: BEGINNING at corner of J. F. Thackston's lot, on Buncombe Road, and running thence with said Road S. 9 W. 100 feet; thence S. 81 E. 365 feet to corner; thence N. 9 E. 100 feet to corner of J. F. Thackston's lot; thence with line of his lot N. 81 W. 365 feet to the beginning corner. Being the same lot conveyed to the mortgagor herein by deed of Mae V. McDevitt, dated May 9, 1929, recorded in the R. M. C. Office for Greenville County, in Deeds Volume 127, at page 376. STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE. For value received, I Sarah W. Thackston, Executrix of the Estate of W. K. Thackston, the owner and holder of a second mortgage covering the within described tract of land for the original amount of Thirteen Hundred Thirtywone (121,331.00) Dollars, dated August 6, 1936, and recorded in the R. M. C. Office for Greenville County, S. C., on August 27, 1936, in Mortgage Volume 263, at page 100, do hereby agree that the first mortgage covering the within described tract of land, given to Southeastern Life Insurance Company and dated August 6, 1936 recorded in the R. M. C. Office for Greenville County, S. C., on August 24, 1936, in Mortgage Volume 114, at page 233, and being in the amount of Twenty-Seven Hundred (\$2.700.00) Dollars. shall be cancelled and that a new mortgage in the amount of Forty-Three Hundred (\$4,300.00) Dollars shall be executed by the mortgagor, J. Clyde Ress, to Liberty Life Insurance Company. It is further understood and agreed that the mortgage which I hold shall be junior in rank to the lien of the mortgage from J. Clyde Ross to Liberty Life Insurance Company, said mortgage being executed at the same time of the execution of this release. IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of May, 1942. Sarah W. Thackston (LS) Executrix of the Estate of W. K. Thackston In the Presence of :R. K. Thackston

COUNTY OF GREENVILLE.
PERSONALLY appeared before me R. K. Thackston, and made oath that he saw the within named Sarah W. Thackston, Executrix of the Estate of W. K. Thackston, sign, seel and as her act and deed deliver the foregoing written release, and that he, with Paul R. Long witnessed the

-Paul R. Long

STATE OF SOUTH CAROLINA

Sworn to before me this 15th day of May, 1942.

execution thereof.