

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of Greenville

We, Thomas O. Ott, Jr., and Marian S. Ott

SEND GREETING:

WHEREAS, we the said Thomas O. Ott, Jr., and Marian S. Ott

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to ~~SOUTHERN~~ the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Four Thousand and no /100 (\$4,000.00) 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 five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 31st day of January, 1944, and on the last day of each month of each year thereafter the sum of \$ 42.44, to be applied on the interest and principal of said note, said payments to continue up to including the last day of November, 1953 and the balance of said principal and interest to be due and payable on the 31st day of December, 1953 the aforesaid monthly payments of \$ 42.44 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 4,000.00 or so much thereof as has, 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 interest 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 we the said Thomas O. Ott, Jr. and Marian S. Ott, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SOUTHERN~~ Liberty LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said Thomas O. Ott, Jr. and Marian S. Ott, in hand well and truly paid by the said ~~SOUTHERN~~ 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 up to the said ~~SOUTHERN~~ Liberty LIFE INSURANCE COMPANY.

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the South side of Douglass Drive, near the City of Greenville, in Greenville Township, Greenville County, S. C., known and designated as Lot No. 39 on plat of Country Club Estates, made by Dalton & Neves, Engineers, October, 1926, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book G, at pages 190 and 191, and having, according to survey made May 23, 1938, by R. E. Dalton, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Douglass Drive, joint corner of Lots 39 and 40, said pin also being 360 feet East from the Southeast corner of the intersection of Granada Drive and Douglass Drive and running thence with the South side of Douglass Drive N. 66-38 E. 50 feet to an iron pin on said drive, joint corner of Lots 38 and 39; thence with the joint line of the last mentioned lot S. 23-22 E. 130 feet to an iron pin; thence with the line of Lot No. 52 S. 66-38 W. 50 feet to iron pin; thence with the joint line of Lots Nos. 39 and 40 N. 23-22 W. 130 feet to an iron pin on the South side of Douglass Drive, the point of beginning.

This is the same property conveyed to us by deed ~~dated~~ dated April 1944 to be recorded herewith.

SATISFIED AND CANCELED BY RECORD 2 DAY OF April 1944 AT 4:40 P.M. # 5611
Ollie Harshbarger
S. M. C. FOR GREENVILLE COUNTY, S. C.