

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }

COUNTY OF Greenville

We, Jack K. Wherry and Elizabeth F. Wherry

WHEREAS, we the said Jack K. Wherry and Elizabeth F. Wherry

SEND GREETING:

in and by our certain promissory note in writing, of even date with these presents, are 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 FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS to be paid at its principal office in Greenville, S. C.

three years after date,

Handwritten note: Paid in full this 12th day of June 1946. Satisfied by Liberty Life Insurance Co. Ref: Am. P. Anderson Treasurer

Stamp: SATISFIED AND CANCELLED OF RECORD 15th DAY OF June 1946 R.M.C. OFFICE FOR GREENVILLE COUNTY, S. C. No. 13818

with interest thereon from date at the rate of five per cent, per annum, to be computed and paid Quarterly on the 19 day of annually on the September, December, day of March and June in each year until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 10 per cent. of the indebtedness as attorney's fees, 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 Jack K. Wherry and Elizabeth F. Wherry 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 us the said Jack K. Wherry and Elizabeth F. Wherry 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 INSURANCE COMPANY

its Successors and Assigns-

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, near the City of Greenville, on the southeastern side of West Tallulah Drive, and shown as Lot No. 6 on plat of the property of H. L. S. Investment Company, recorded in Plat Book D, page 225, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on West Tallulah Drive, corner of Lot No. 7, and running thence with line of said lot, S. 27-45 E. 195 feet to an iron pin; thence N. 55-30 E. 54 feet to an iron pin, corner of Lot No. 5; thence with the rear line of Lots Nos. 5, 4 and 3, N. 24-35 W. 196.2 feet to an iron pin on West Tallulah Drive; thence with the southeastern side of West Tallulah Drive; S. 55-50 W. 65 feet to the beginning corner; said premises being one of the lots conveyed to Walter W. Greer by H. L. S. Investment Company, by deed dated October 8, 1937, recorded in the R. M. C. Office for Greenville County in Book of Deeds 194, page 99.

This is the same property conveyed to us by Walter W. Greer by deed dated October 23, 1941 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 238 at page 347.

This mortgage shall rank equal in priority with the lien of that mortgage given by us to Southeastern Life Insurance Company (now Liberty Life Insurance Company) for \$7500.00 dated October 25, 1941 and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 306 at page 304.