

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of Greenville

I, Pauline G. Phelps

SEND GREETING:

WHEREAS, I the said Pauline G. Phelps

in and by my certain promissory note in writing, of even date with these presents X well and truly indebted to the LIBERTY ~~SOUTHERN~~ LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Fifty-Four Hundred and no/100 (\$ 5400.00) 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 3rd day of September, 1944 and on the 3rd day of each month of each year thereafter the sum of \$ 57.29, to be applied on the interest and principal of said note, said payments to continue up to including the 3rd day of July, 1954 and the balance of said principal and interest to be due and payable on the 3rd day of August, 1954; the aforesaid monthly payments of \$ 57.29 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 5400.00 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 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 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' 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 I Pauline G. Phelps the said Pauline G. Phelps in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY ~~SOUTHERN~~ LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Pauline G. Phelps in hand well and truly paid by the said LIBERTY ~~SOUTHERN~~ 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 ~~SOUTHERN~~ LIFE INSURANCE COMPANY.

All those certain pieces, parcels or lots of land with the buildings and improvements thereon situate, lying and being on the Southwest side of Argonne Drive near the City of Greenville, in the County of Greenville, State of South Carolina, known as Lots 27 and 28 of a plat of C. B. Martin property made by R. E. Dalton, Engineer, February, 1923 and recorded in the RMC Office for Greenville County, S. C. in Plat Book F at pages 102 and 103, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the Southwest side of Argonne Drive at the front corner of Lots 26 and 27, said pin also being 71 feet in a Southeasterly direction from the corner of Argonne Drive and Tomassee Avenue, and running thence with line of Lot 26, S. 48-50 W. 180 feet to an iron pin; thence S. 41-10 E. 142 feet to an iron pin; thence with line of Lot 29, N. 48-50 E. 180 feet to an iron pin on the Southwest side of Argonne Drive; thence with the Southwest side of Argonne Drive N. 41-10 W. 142 feet to the beginning corner.

The portion of the property described above known as Lot 27 was conveyed to me by deed of W. R. Martin dated September 30, 1943 and recorded in the RMC Office for Greenville County in Deed Book 257 at page 53, and the portion described as Lot 28 above was conveyed to me by Eliza deSaussure Gault by deed dated July 31, 1944 and to be recorded herewith.

Handwritten notes:
Satisfied and cancelled
1946
Greenville, S.C.
LIBERTY LIFE INSURANCE COMPANY
Paid in full
this party pay
P. Phelps
1946

SATISFIED AND CANCELLED
DAY OF SEPTEMBER
1946
R.M.C. OFFICE FOR GREENVILLE COUNTY, S. C.
NO 9 701