

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of Greenville

I, W. Austin Hudson

SEND GREETING:

WHEREAS, I the said W. Austin Hudson

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Fifteen Thousand and No/100 (\$ 15,000.00) 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 four & 1/2 (4 1/2) % per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 23rd day of July, 19 45 and on the 23rd day of each month of each year thereafter the sum of \$ 135.15 to be applied on the interest and principal of said note, said payments to continue up to including the 23rd day of May, 19 57 and the balance of said principal and interest to be due and payable on the 1st day of June, 19 57; the aforesaid monthly payments of \$ 135.15 each are to be applied first to interest at the rate of four & 1/2 (4 1/2) per centum per annum on the principal sum of \$ 15,000.00 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 bears 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 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 for 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 and 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, the said W. Austin Hudson, 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 me

the said W. Austin Hudson 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 LIFE INSURANCE COMPANY.

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate at the intersection of Buncombe and Rutherford Streets, and having according to a recent survey made by C. M. Furman, Jr., C. E., October 18th, 1930, the following metes and bounds, courses and distances, to-wit:-

BEGINNING at a point on the West side of Rutherford street, which point is 32 feet 9 inches North of the intersection of Buncombe and Rutherford Streets; and running thence with the West side of Rutherford Street N. 10° 45' E. 138 feet 3 inches to an iron pin; thence S. 68° 20' W. 100 feet to an iron pin on the West side of Buncombe Street; thence with the East side of Buncombe Street, S. 33° 45' E. 130 feet 2 inches to a point which point is 30 feet 7 inches in a Northeasterly direction from the intersection of Buncombe and Rutherford Streets, thence with the outside facing of a brick wall, in a Southeasterly direction 5.6 feet to an angle; thence continuing with the outside facing of said brick wall, in an Easterly direction 9 feet to an angle; thence continuing with said wall in a Northeasterly direction 5.6 feet to a West side of Rutherford Street, the point of beginning.

Being the lot of land conveyed to the mortgagor herein by deed of Mary M. Evans dated November 11th, 1920, and recorded in the R. M. C. Office for Greenville County in Deed Volume 9, at page 90, less however, a small portion at the front which has been taken for street purposes.

SATISFIED AND CANCELLED OF RECORD
DAY OF Nov. 1944
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 4:40 O'CLOCK P.M. NO. 23913