

MORTGAGE OF REAL ESTATE-G.R.E.M. 9

STATE OF SOUTH CAROLINA,  
County of GREENVILLE

I, JIMMIE LEE SMITH

WHEREAS, I the said Jimmie Lee Smith



*Each in full and the insurance company*  
*paid this October, 1948.*  
*20th Liberty Life Insurance Company*

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina in the sum and just sum of Five Thousand and No. 00 (\$5,000.00) 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 and one-half (4 1/2) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 2nd day of November, 1946, and on the 2nd day of each month of each year thereafter the sum of \$ 51.85, to be applied on the interest and principal of said note, said payments to continue up to including the 2nd day of September, 1956, and the balance of said principal and interest to be due and payable on the 2nd day of October, 1956; the aforesaid monthly payments of \$ 51.85 each are to be applied first to interest at the rate of four and one-half (4 1/2) per centum per annum on the principal sum of \$ 5,000.00 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 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 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 to 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 Jimmie Lee Smith 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, the said Jimmie Lee Smith 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.

*RECORDED*  
*INDEXED AND*  
*FILED*  
*LIBERTY LIFE INSURANCE COMPANY*  
*GREENVILLE, S.C.*  
*3359*

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Northeast side of Highland Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 36 on plat of C. B. Martin property made by R. E. Dalton, Engineer, February 1923, recorded in the R.M.C. 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 Northeast side of Highland Drive, joint front corner of Lots No. 35 and 36, said pin also being 143.7 feet in a Northwesterly direction from the point where the Northeast side of Highland Drive intersects with the Northwest side of Waccamaw Avenue, and running thence with the line of Lot No. 35, N. 48-50 E. 180 feet to an iron pin; thence with the rear line of Lot No. 31, N. 41-10 W. 71 feet to an iron pin; thence with the line of Lot No. 37, S. 48-50 W. 180 feet to an iron pin on the Northeast side of Highland Drive; thence with the Northeast side of Highland Drive S. 41-10 E. 71 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by deed of Joe L. Carter and Estelle T. Carter of even date and to be recorded.