

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

STATE OF SOUTH CAROLINA,
County of GREENVILLE

WE, JAMES F. SIMMONS, WILLIAM A. SIMMONS, by his General Guardian MARGIE SIMMONS CLARKE, and MARGIE SIMMONS CLARKE

SEND GREETING:

WHEREAS, we the said James F. Simmons, William A. Simmons and Margie Simmons Clarke

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 Six Thousand Five Hundred (\$6,500.00) 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 25th day of July, 1947, and on the 25th day of each month of each year thereafter the sum of \$67.41, to be applied on the interest and principal of said note, said payments to continue up to including the 25th day of May, 1957, and the balance of said principal and interest to be due and payable on the 25th day of June, 1957; the aforesaid monthly payments of \$67.41 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 \$6,500.00 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 we the said James F. Simmons, William A. Simmons and Margie Simmons Clarke 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 James F. Simmons, William A. Simmons and Margie Simmons Clarke 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 in Greenville Township, State and County aforesaid, on the East side of the New Buncombe Road (formerly First Avenue) and the South side of Mahon Street, and being known and designated as part of Lots 4 and 5, Block B, on plat of that subdivision known as Park Place, which plat is recorded in Plat Book "A", at Page 119, R.M.C. Office, Greenville County, S.C., and more particularly described as follows:

BEGINNING at an iron pin, which pin is located at the southeast corner of the intersection of the New Buncombe Road (formerly First Avenue) and Mahon Street; thence along the South edge of Mahon Street, S. 89-45 E. 76.8 feet to an iron pin; thence in a line parallel with the New Buncombe Road across Lot No. 5 and the Northern edge of Lot No. 4, S. 0-17 W. 54 feet; thence N. 89-45 W. 53.5 feet to an iron pin; thence S. 0-17 W. 29.4 feet to an iron pin; thence N. 89-45 W. 19 feet to an iron pin on the East edge of New Buncombe Road; thence along the East edge of New Buncombe Road, N. 0-17 E. 85 feet to the beginning point.

Being the identical property conveyed to the mortgagors James F. Simmons and William A. Simmons by deed of Margie Simmons Clark, dated May 5, 1947, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 312, Page 111.

The Mortgagor Margie Simmons Clark joins in the execution of this mortgage in order to waive any right, title or interest which she may have in said premises as result of the reservation to her for her life for the use of one room in said building which reservation is fully set forth in the above referred to deed, and I the said Margie Simmons Clarke by this instrument of mortgage do hereby intend same to cover and to bind any right, title or interest which I may have in and to said premises above described.

Paid in Full and satisfied this the 10th day of August, 1948.

*Liberty Life Insurance Company
by Wm. P. Anderson Treasurer*

*Witnesses:
Sarah Bush
Carolyn Auld*

SATISFIED AND CANCELLED OF RECORD
11 DAY OF August 1948
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S.C.
AT 9:00 O'CLOCK A.M. NO. 17615