

FILED GREENVILLE VOL. 402 PAGE 91

State of South Carolina,

County of GREENVILLE

OCT 1 12 14 PM 1948

ELLIE FARNSWORTH R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, J. Olin Garner and Thelma B. Garner

SEND GREETING:

WHEREAS, we the said J. Olin Garner and Thelma B. Garner

in and by our certain promissory note in writing, of even date with these Presents are 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 eleven thousand and no/100 (\$11,000.00) 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 five (5) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 1st day of November, 1948, and on the 1st day of each month of each year thereafter the sum of \$101.75 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of September, 1960, and the balance of said principal and interest to be due and payable on the 1st day of October, 1960; the aforesaid monthly payments of \$101.75 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$11,000.00 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 instalments 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 instalment or instalments, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

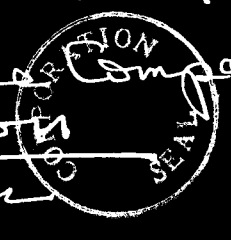
NOW, KNOW ALL MEN, That we, the said J. Olin Garner and Thelma B. Garner, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said J. Olin Garner and Thelma B. Garner 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 piece, parcel or lot of land with the building and improvements thereon, situate, lying and being at the Northeast corner of the intersection of Mount Vista Avenue and Penn Street (formerly known as Smith Street), in that area recently annexed to the City of Greenville, in Greenville County, State of South Carolina, being shown as part of Lot #12 on Plat of Property of D. T. Smith, made by C. M. Furman, Engineer, March 1923, recorded in R. M. C. Office for Greenville County, S. C. in Plat Book "F", page 108, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of Mount Vista Avenue and Penn Street, and running thence along Penn Street N. 25-40 W. 200 feet to iron pin; thence along the rear line of Lot 11 N. 64-20 E. 66.66 feet to iron pin; thence running through Lot 12 S. 25-40 E. 200 feet to iron pin on North side of Mount Vista Avenue; thence with North side of Mount Vista Avenue S. 64-20 W. 66.66 feet to the beginning corner.

The above described property is the same conveyed to us by A. C. Cannon, by deed of even date to be recorded herewith.

Paid in full and satisfied this the 19th day of January, 1950. Liberty Life Insurance Company By: W. P. Anderson Treasurer Sarah Waldrop William T. Sam, Jr.



Handwritten notes and signatures at the bottom right, including '1774' and other illegible text.