

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Marion W. Powers,

SEND GREETING:

WHEREAS, I the said Marion W. Powers, along with W. T. Powers,

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 Ten Thousand (\$10,000.00) 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 10th day of June, 1942, and on the 10th day of each month of each year thereafter the sum of \$ 106.10 to be applied on the interest and principal of said note, said payments to continue up to and including the 10th day of May, 1952, and the balance of said principal and interest to be due and payable on the 10th day of May, 1952; the aforesaid monthly payments of \$ 106.10 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 10,000.00 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 I, the said Marion W. Powers,

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

the said Marion W. Powers 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 tract or lot of land in Greenville Township, Greenville County, State of South Carolina, on the North side of West Avondale Drive, outside the corporate limits of the City of Greenville, being known and designated as Lot No. 17 of Block A., in a subdivision known as North-gates, as per plat of C. M. Furman, Jr., C. E., made June, 1926, and amended November 1st, 1927, which said plat, with amendment thereto, is recorded in the R. M. C. Office for Greenville County in Plat Book G, at pages 135-136, and having, according to a plat thereof prepared by C. M. Furman, Jr., C. E., September 27th, 1928, the following metes and bounds, to-wit:

BEGINNING At an iron pin on the North side of West Avondale Drive, joint corner of Lots Nos. 1 and 17, which said iron pin is 153.2 feet West of Arcadia Drive, and running thence along the North side of said West Avondale Drive, S. 71-19 W. 100 feet to an iron pin, joint corner of Lots Nos. 16 and 17; thence along the joint line of Lots Nos. 16 and 17, N. 12-00 W. 155.2 feet to an iron pin; thence N. 84-00 E. 88.2 feet to an iron pin in line of Lots Nos. 1 and 17; thence along the line of said Lots Nos. 1 and 17, S. 16-59 E. 134.7 feet to the point of beginning.

Being the same property conveyed to Marion W. Powers by J. F. McAlister by deed dated July 18, 1942, and recorded in the office of the R. M. C. for Greenville County in Deed Book 246, Page 310.

paid in full and satisfied on this 11th day of