

State of South Carolina,

FILED GREENVILLE CO. S. C.

County of GREENVILLE

AUG 24 12 22 PM 1950

OLLIE FARNSWORTH R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

R. N. Wyatt

SEND GREETING:

WHEREAS, I the said R. N. Wyatt

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 Five Thousand and No/100 (\$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 instalments as follows: Beginning on the 24th day of September, 1950, and on the 24th 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 and including the 24th day of July, 1960 and the balance of said principal and interest to be due and payable on the 24th day of August, 1960; 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 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 R. N. Wyatt

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 R. N. Wyatt

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 lot of land with the buildings and improvements thereon situate, lying and being at the Southeast corner of the intersection of Bates Avenue and Ackley Street near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot 37 on Plat of Skyland Park made by Dalton & Neves, Engineers, March 1941 recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book L, page 41, and having according to said plat and a survey made by R. E. Dalton, Engineer, November 21, 1941, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Bates Avenue at joint front corner of Lots 36 and 37, and running thence along the line of Lot 36, N. 54-17 E. 128.8 feet to an iron pin; thence N. 47-00 W. 40 feet to an iron pin on the Southeast side of Ackley Street; thence with Ackley Street, S. 64-24 W. 90.7 feet to an iron pin on Ackley Street; thence following the curve of Ackley Street (the chord being S. 17-44 W. 34.2 feet) to an iron pin on the Northeast side of Bates Avenue; thence along the Northeast side of Bates Avenue S. 28-56 E. 35 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by deed of Rannal Realty Company, Inc., dated December 5, 1949, recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 397, page 457.