

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C.
SEP 30 10 55 AM 1963
BOOK 935 PAGE 585
OLLIE WORTH
R. M. C.

State of South Carolina

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. HORACE HUDSON

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor J. Horace Hudson

in and by a certain promissory note in writing, of even date with these Presents as 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 Eighteen Thousand Five Hundred (\$18,500.00) 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 Five and one-half (5½) % per centum per annum, said principal and interest being payable in 300 instalments as follows:

Beginning on the 1st day of November, 1963 and on the 1st day of each month of each year thereafter the sum of \$ 113.61 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October, 1988, and the balance of said principal and interest to be due and payable on the 1st day of October, 1988; the aforesaid 300 payments of \$ 113.61 each are to be applied first to interest at the rate of Five and one-half (5½) % per centum per annum on the principal sum of \$ 18,500.00 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 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 and 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 the said mortgagor, 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 mortgagor 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, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY

All that piece, parcel or lot of land in Greenville County, Chick Springs Township, South Carolina, School District 285, and being shown and designated as all of lot number THIRTY THREE (33) on a plat of Burgiss Hills, Plat No. 1, prepared by Piedmont Engineering Service, and recorded in R. M. C. Office for Greenville County in plat book "X" pages 96 and 97, and having the following courses and distances, to wit:

Beginning at an iron pin on the East side of Laurel Road at the joint front corner of lots 33 and 34 and running thence S. 82-35 E., 173.7 feet to an old iron pin; thence N. 7-30 E., 100 feet to an iron pin at the joint rear corner of lots 32 and 33; thence N. 82-35 W., 173.8 feet as the common line of lots 32 and 33 to an iron pin on the East side of said road, joint front corner of said lots; thence S. 7-25 W., 100 feet along the said road to the beginning corner. The within described lot also being shown on a plat of property made for J. Horace Hudson by G. A. Wolfe, surveyor, dated September 7, 1963.

The following prepayment privileges are reserved:

- (1.) On any interest payment date to make additional principal payments; provided, however, that the total of such payments made during any twelve month period calculated from the date of the note, or any anniversary thereof, shall not exceed \$3,700.00;
- (2.) On any interest payment date to make additional principal payments in excess of the amount provided under (1) above up to, and including the entire balance (over)