MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of Greenville

Wilton Albert Leapard

SEND GREETING:

WHEREAS, I the said Wilton Albert Leapard

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to ~~SOUTHEASTERN~~ LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of One Thousand & No/100ths - - - - - - - - - - - - ($1000.00) 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 (4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April, 1946, and on the 1st day of each month of each year thereafter the sum of $6.06 to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of February, 1966, and the balance of said principal and interest to be due and payable on the 1st day of March 1966; the aforesaid monthly payments of $6.06 each are to be applied first to interest at the rate of Four (4%) per centum per annum on the principal sum of $1000.00 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 I, the said Wilton Albert Leapard, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SOUTHEASTERN~~ 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 Wilton Albert Leapard in hand well and truly paid by the said ~~SOUTHEASTERN~~ 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 ~~SOUTHEASTERN~~ LIBERTY LIFE INSURANCE COMPANY.

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Northeast side of Sitka Avenue(formerly known as King Street) in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot [redacted] on Plat of Parkview, made by Dalton & Neves, Engineers, June 1942, recorded in the RMC Office for Greenville County, S. C. in Plat Book "M", Page 49, and having according to said Plat and a recent survey made by R. E. Dalton, Engineer, March 25, 1946, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the Northeast side of Sitka Avenue at joint front corner of Lots 30 and 31, said pin also being 136 feet in a Northwesterly direction from the point where the Northeast side of Sitka Avenue intersects with the Northwest side of Alaska Avenue(formerly known as Morningside Drive) and running thence with the line of Lot 31, N. 63-45 E. 150 feet to an iron pin; thence with the rear line of Lots 36 and 37, N. 26-15 W. 50 feet to an iron pin; thence with the line of Lot 29, S. 63-45 W. 150 feet to an iron pin on the Northeast side of Sitka Avenue; thence with the Northeast side of Sitka Avenue, S. 26-15 E. 50 feet to the beginning corner.

This mortgage is junior in rank to the lien of a F.H.A. Insured Mortgage given by me to Liberty Life Insurance Company for $4000,00 of even date herewith.

This is the same property conveyed to me by deed of R. E. Hughes Co. to be recorded herewith.

The Mortgagor agrees that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagee, on the first day of each month, until the indebtedness secured hereby is paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums, as estimated by the Mortgagee, and, on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgagee may, at its option, pay said items and charge all advance therefor to the mortgage debt.

Satisfied and cancelled this 28th day of July 1947. Liberty Life Insurance Company By Wm. D. Wilson Treasurer

Witness to sign Leah Dyke

RECEIVED AND CANCELLED 4th day of December 1947 R. M. C. FOR GREENVILLE COUNTY, S. C. 2:41 P.M. # 14607