

State of South Carolina, 1964

County of GREENVILLE OLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HENRY F. ROSS

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Henry F. Ross

in and by a certain promissory note in writing, of even date with these Presents is 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 Twenty-Five Thousand and No/100 - - - - - (\$25,000.00) 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 15th day of February, 1954, and on the 15th day of each month of each year thereafter the sum of \$ 265.25 to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of December, 1963, and the balance of said principal and interest to be due and payable on the 15th day of January, 1964; the aforesaid monthly payments of \$ 265.25 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 25,000.00 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 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, its successors and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate at the southeast corner of the intersection of East Coffee Street and North Irvine Street, in the City of Greenville, in Greenville County, S. C., and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeast corner of the intersection of East Coffee Street and North Irvine Street and running thence along the south side of East Coffee Street, S. 68-33 E. 101.5 feet to an iron pin; thence S. 21-18 W. 121.2 feet to an iron pin in line of property of the W. C. Black estate; thence with the line of said Black property, N. 68-59 W. 101.5 feet to an iron pin on the east side of North Irvine Street; thence along the east side of North Irvine Street, N. 21-18 E. 122 feet to the beginning corner.

Together with all of the mortgagor's right, title and interest in and to the perpetual easement and right of way over a strip of land 5 feet in width running back to a depth of 90 feet from Coffee Street along the eastern boundary of the above described property and more particularly described in deed from D. D. Davenport to F. W. Cruikshank, dated May 30, 1912, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 19, at Page 396.

This is the same property conveyed to the mortgagor by deed of Tully P. Babb and D. Minnie Brewer, dated October 26, 1939, recorded in the said R.M.C. Office in Deed Book 215, at Page 59 and by deed Peoples National Bank of Greenville, S. C., as Executor of the Estate of D. D. Davenport, deceased dated January 17, 1940, recorded in said R.M.C. Office in Deed Book 217, at Page 335. See also deed from Hoke B. Black, Hugh C. Black and Van Wyck Black to Henry F. Ross, dated June 9, 1940, recorded in said R.M.C. Office in Deed Book 222, at Page 364.