

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

This Mortgage Assigned to Liberty Life Ins. Co.
on 5 day of Feb. 1942
in Vol. 310 of R.M.C. Mortgages on Page 4
Assignment recorded # 1648

I, Lurleane E. Harriss SEND GREETING:

WHEREAS, I the said Lurleane E. Harriss in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Surety Mortgage Company, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Five Thousand Five Hundred and no/100 (\$5500.00) 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 (5 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 6th day of May, 1940, and on the 6th day of each month of each year thereafter the sum of \$40.21, to be applied on the interest and principal of said note, said payments to continue up to and including the 6th day of March, 1958; and the balance of said principal and interest to be due and payable on the 6th day of April 1958; the aforesaid monthly payments of \$40.21 each are to be applied first to interest at the rate of (5 1/2%) per centum per annum on the principal sum of \$5500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payments 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 (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, KNOWN ALL MEN, That I, the said Lurleane E. Harriss, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Surety Mortgage Company according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Lurleane E. Harriss in hand well and truly paid by the said Surety Mortgage 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 Surety Mortgage Company.

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in the sub-division known and "Northgate", and being known and designated as Lot No. 25 of Block H of the lands of the Utopia Developing Company, as per plat of C. M. Furman, Jr., C. E., made June 1926, said plat being recorded in R. M. C. Office for Greenville County in Volume "G", pages 135-136. Reference may be had to said plat for description of said lot by metes and bounds.

The within lot is subject to the building restrictions contained in the deed of Utopia Developing Company to Surety Mortgage Company, recorded in the R. M. C. office for Greenville County in deed book 138 at page 123, reference being hereby craved to same.

In addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the mortgagor covenants and agrees that she will pay on the 6th of each month until said note is paid an annual installment on the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable on such insurance policies as may be required by the mortgagee. Said installments shall be equal respectively to the estimated yearly taxes and assessments and yearly insurance premiums divided by twelve, Said installments shall be received and retained by the mortgagee as trustee by application on said taxes and assessment and insurance premiums as they become due annually.

This is a purchase-money mortgage.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantles, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons

For Assignment to this mortgage see Vol. 289- Page 51.

RECORDED IN R. M. C. OFFICE FOR GREENVILLE COUNTY, S. C. VOL. 310, PAGE 4, FEBRUARY 1942