

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

KEYS PRINTING CO., GREENVILLE, S. C.

THE STATE OF SOUTH CAROLINA. }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, **H. SHERRILL UTLEY**

Whereas, **I** the said **H. Sherrill Utley**

in and by **my** certain **promissory** note in writing, of even date with these presents, well and truly indebted to **L. A. Moseley**

in the full and just sum of **Fifteen Thousand Five Hundred** (\$15,500.00) Dollars, to be paid **as follows: The sum of \$1,550.00 to be paid on the principal on the 5th day of January, 1946; the sum of \$750.00 to be paid on the principal on the 5th day of April, 1946, and the sum of \$750.00 on the 5th day of July, October, January and April of each year thereafter up to and including April 5, 1950, and the balance of the principal remaining unpaid on the 15th day of June, 1950**

with interest thereon from **June 15th, 1945** at the rate of **five** per centum per annum, to be computed and paid **January 5, 1946, and quarterly thereafter**

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 attorney's fees, 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 **H. Sherrill Utley**

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said **L. A. Moseley**

according to the terms of the said note, and also in consideration of the further sum of **Three Dollars** the said **H. Sherrill Utley**

in hand well and truly paid by the said **L. A. Moseley**

at and before 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

**L. A. MOSELEY:**

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the State and County aforesaid on the West side of Aberdeen Avenue, near the City of Greenville, and having, according to a plat made by R. E. Dalton, Engineer, in February, 1924, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book F, at page 200, the following metes and bounds, to-wit:

BEGINNING at a point on the West side of Aberdeen Avenue, which point is 219.5 feet South of the intersection of the West side of Aberdeen Avenue with the South side of Augusta Road, and running thence with the West side of Aberdeen Avenue, S. 23-36 W. 118 feet to a point 10 feet North of the joint corner of Lots No. 16 and 17, as shown on said plat, and running thence in a line parallel with the joint lines of Lots No. 16 and 17, N. 66-24 W. 158.7 feet, more or less, to a point on the rear line of Lot No. 7, as shown on said plat; thence with the rear line of Lots 7, 8 and 9, N. 25-08 E. 118 feet to a point; thence S. 66-24 E. 158.7 feet, more or less, to Aberdeen Avenue, the point of beginning, being a part of Lot No. 16 as shown on said plat.

Also all furnishings, equipment and fixtures of every kind which belong to the mortgagor now located in the dwelling on the above described property.

This is the same property conveyed to me by deed of L. A. Moseley dated June 13, 1945, and this mortgage is given to secure the unpaid part of the purchase price of this property

For value Received, I, L. A. Moseley do hereby Assign, transfer and set over unto Liberty Life Insurance Company the within mortgage and the note secured thereby and represent that there is due thereon a principal balance of \$9000.00 with interest thereon from February 1, 1946, this being without recourse on me.

In Witness Whereof, I have here unto set my hand and Seal this 16th day of May, 1946.

In the presence of:

*Handwritten notes:*  
Paid in full and this is the full amount of the note secured by this mortgage, 1947.  
Liberty Life Insurance Co.  
Anderson Insurance



**RECORDED AND CANCELLED OF RECORD**  
21st DAY OF May 1946  
R.M.C. FOR GREENVILLE COUNTY, S.C.  
AT 11:16 O'CLOCK A.M. NO. 22605