

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of Greenville

Acme Realty Company,

WHEREAS, the said Acme Realty Company

in and by its certain promissory note in writing, of even date with these presents is well and truly indebted to LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Forty-Five Hundred and No/100 - - - - (\$ 4500.00) 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 installments as follows:

Beginning on the 26th day of March, 1946, and on the 26th day of each month of each year thereafter the sum of \$ 47.75, to be applied on the interest and principal of said note, said payments to continue up to including the 26th day of January, 1956, and the balance of said principal and interest to be due and payable on the 26th day of February, 1956; the aforesaid monthly payments of \$ 47.75 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 4500.00 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 herein 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, prior to 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 thereof 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 the said Acme Realty Company 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 it

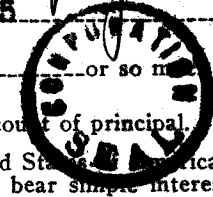
the said Acme Realty Company in hand well and truly paid by the said LIBERTY LIFE INSURANCE COMPANY, at and before the signing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY.

All that certain piece, parcel or lot of land, with the buildings and improvements thereon situate, lying and being at the northwestern corner of the intersection of Houston Street and Lucile Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and being shown as Lot No. 11 and a five ft. strip off the south side of Lot No. 10, Block G, on plat of property of Chapin Springs Land Company, made by R. E. Dalton, Engineer, May 1917, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "E" at page 41, and having according to said plat the following metes and bounds, to-wit:-

Beginning at an iron pin at the northwestern corner of the intersection of Houston Street and Lucile Avenue, and running thence with the western side of Houston Street, N. 2-0 E. 70.1 ft. to iron pin in the front line of Lot No. 10; thence S. 88-0 W. 125 ft. to iron pin in line of Lot No. 12; thence with line of Lot No. 12, S. 2-0 W. 70 ft. to iron pin on the northern side of Lucile Avenue; thence with the northern side of Lucile Avenue, N. 88-0 E. 120.2 ft. to the beginning corner.

This is the same property conveyed to Acme Realty Company by deed of James H. Tollison and Mamie H. Tollison, to be recorded herewith.

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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 installments as follows:
Beginning on the 26th day of March, 1946, and on the 26th day of each month of each year thereafter the sum of \$ 47.75, to be applied on the interest and principal of said note, said payments to continue up to including the 26th day of January, 1956, and the balance of said principal and interest to be due and payable on the 26th day of February, 1956;
the aforesaid monthly payments of \$ 47.75 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 4500.00 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 herein 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, prior to 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 thereof 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 the said Acme Realty Company 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 it the said Acme Realty Company 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, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY.



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LIBERTY # 13117