

MORTGAGE OF REAL ESTATE-G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of GREENVILLE

Olin S. Luthi

WHEREAS, I the said Olin S. Luthi



in and by my certain promissory note in writing, of even date with these presents am 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 Ten Thousand (\$10,000.00) 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 Four & one-half (4 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 16th day of September, 1946, and on the 16th day of each month of each year thereafter the sum of \$ 63.30, to be applied on the interest and principal of said note, said payments to continue up to including the 16th day of July, 1966, and the balance of said principal and interest to be due and payable on the 16th day of August, 1966; the aforesaid monthly payments of \$ 63.30 each are to be applied first to interest at the rate of Four & one-half (4 1/2%) per centum per annum on the principal sum of \$ 10,000.00, as 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 Olin S. Luthi, 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 me the said Olin S. Luthi, 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 on the East side of Augusta Road, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot #112 and the Southern one-half of Lot #111 on Plat of Traxler Park, made by R. E. Dalton, Engineer, March, 1923, recorded in the RMC Office for Greenville County, S. C. in Plat Book "F", Pages 114 and 115, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the East side of Augusta Road at joint front corner of Lots 112 and 113, said pin also being 42 feet North east corner of the intersection of Augusta Road (270.7 ft. to an iron pin; thence with the line of Lot 114 N. 2-40 and Park Drive and running thence with the line of Lot 113, N. 54-00 E/ W. 136.5 feet to an iron pin in the center of the rear line of Lot 111; thence through the center of Lot 111 in a South-westerly direction 346.1 feet, more or less, to an iron pin on the East side of Augusta Road in the center of the front line of Lot 111; thence along the East side of Augusta Road, S. 36-24 E. 112.5 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deeds of Janie W. Goldsmith and Charles G. Stover, dated November 23, 1945 and February 5, 1946, recorded in the RMC Office for Greenville County, S.C. in Deed Book 283, Page 441 and Deed Book 287, Page 94, and also by deed of E. Inman, Master, dated July 12, 1946, recorded in the RMC Office for Greenville County S. C. in Deed Book 295, Page 417.

SATISFIED AND CANCELLED OF RECORD
12 DAY OF NOVEMBER
R.M.C. FOR GREENVILLE COUNTY, S.C.
AT 4:28 O'CLOCK P.M. NO. 19195