

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

STATE OF SOUTH CAROLINA, County of GREENVILLE

WE, J. B. SCARR AND HYMAN SILVERSTEIN

WHEREAS, we the said J. B. Scarr and Hyman Silverstein

in and by our certain promissory note in writing of even date with these presents are 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

principal on the 1st day of March, 1947 and the sum of \$500.00 to be paid on the principal on the 1st day of June, September, December and March of each year thereafter up to and including the 1st day of September, 1956 and the balance of the principal remaining to be paid on the 1st day of December, 1956.

and the balance of said principal and interest to be due and payable on the day of the aforesaid payments of \$ each are to be applied first to interest at the rate of per centum per annum on the principal sum of \$ or so much thereof as shall, from time to time, remain unpaid and the balance of each 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. a reasonable

NOW, KNOW ALL MEN, That we the said J. B. Scarr and Hyman Silverstein 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 us the said J. B. Scarr and Hyman Silverstein 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 South side of West Coffee Street, in the block between North Richardson and Academy Streets, in the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the South side of West Coffee Street at corner of property now or formerly of Crosskeys marked by a railway spike and running thence with said Crosskeys property, S. 21-00 W. 104.2 feet to an iron pin; thence S. 67-50 E. along line of property of First Presbyterian Church 33.2 feet to a fence post; thence N. 21-20 E. 105 feet to an iron pin on the South side of West Coffee Street said point being 117 feet in a Westerly direction from the Southwest corner of the intersection of North Richardson Street and West Coffee Street, and running thence along the South side of West Coffee Street, N. 69-21 W. 33.8 feet to the beginning corner.

ALSO our right, title, and interest in and to the party wall agreement made by the First Presbyterian Church which is of record in the R.M.C. Office for Greenville County in Deed Book 85, Page 246.

paid in full and the title is now under 1947 Liberty Life Insurance Co. Treasurer



SEND CREDIT: SATISFIED AND CANCELLED OF RECORD 7th DAY OF March 1947 R.M.C. FOR GREENVILLE COUNTY, S. C. NO. 722378