

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

STATE OF SOUTH CAROLINA,  
County of GREENVILLE

I, DR. L. B. SIMS

SEND GREETING:

Dr. L. B. Sims

WHEREAS, I the said

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 Forty-Thousand - - - - - (\$40,000.00) 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 and one-half (4½) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 15th day of March, 1947, and on the 15th day of each month of each year thereafter the sum of \$ 281.20, to be applied on the interest and principal of said note, said payments to continue up to including the 15th day of January, 1964, and the balance of said principal and interest to be due and payable on the 15th day of February, 1964; the aforesaid monthly payments of \$ 281.20 each are to be applied first to interest at the rate of four and one-half (4½) per centum per annum on the principal sum of \$ 40,000.00 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 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 principal~~ a reasonable 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 Dr. L. B. Sims 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 Dr. L. B. Sims 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 situate, lying and being on the Southwest side of Buncombe Street, 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 Southwest side of Buncombe Street at corner of lot now or formerly of A. H. Wells, said pin also being approximately 66.6 feet in a Northwesterly direction from the corner of Buncombe Street and Duncan Street, and running thence with said Wells lot S. 25-50 W. 160 feet to an iron pin in line of property now or formerly of Delia A. Goodlett; thence with said Goodlett line, N. 48-45 W. 119.4 feet to an iron pin in rear line of lot now or formerly of Ida L. Waldrop, and running thence in a Northeasterly direction to and with the line of other property of the mortgagor herein, 190 feet, more or less, to an iron pin on the Southwest side of Buncombe Street; thence with the Southwest side of Buncombe Street in a Southeasterly direction 119.6 ft. more or less, to the beginning corner.

The above described property is all of Lots No. 2 and 3 on the subdivision of G. G. Wells Estate, as shown by plat of Will D. Neves, Engineer, made December 1913, except a small strip along the Northwest edge heretofore included in deed made by R.E. Stewart to Mary T. Stewart, dated July 27, 1920, and recorded in the R.M.C. Office for Greenville County, S.C., in Deed Book 70, at page 71; and less also a strip of land heretofore conveyed by R.H. Stewart and Mary T. Stewart to City of Greenville, lying along Buncombe Street, which is now used for street purposes described in deed recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 136, at page 150.

This is all of the property that was conveyed to the mortgagor herein by deed of Mary T. Stewart, Executrix, and J. Ford Thackston, as Executor and as Trustees of the Estate of R.H. Stewart, deceased, dated February 26, 1937, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 192, at page 120.

Also, all furnishings, fixtures and equipment now used in connection with the operation of the apartments located in the building on the above described property, including, but not limited to, the following equipment:

- 2 1941 Model AP-1 General Electric ranges, bearing Serial Nos. 969165 and 968162.
- 1 1942 Model AP-1 General Electric range, bearing Serial No. 2052982. (825396)
- 5 Model LH-63 Westinghouse Electric ranges, bearing Serial Nos. 700959, 819839/ 825356, and 825364.
- 1 1940 Model JB General Electric 5-foot capacity refrigerator, bearing Serial No. 9701568.
- 1 Model LBX General Electric 6-foot capacity refrigerator, bearing Serial No. 1835859.
- 3 1941 Model 3B5 General Electric refrigerators, bearing Serial Nos. 1528448, 1581220 and 1328379.
- 4 Model 4HF-4's Westinghouse 4-foot capacity refrigerators, bearing Serial Nos. 692056, 692052, 678675 and 678700.
- 4 brown Roll-Away cast iron double beds.