

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

STATE OF SOUTH CAROLINA,
County of GREENVILLE

ATTAWAY-EASTERLIN-SPROUSE, INC.

SEND GREETING:

WHEREAS, the said Attaway-Easterlin-Sprouse, Inc., a corporation chartered under the laws of the State of South Carolina, 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 Sixty-five Thousand & no/100 (\$65,000.00) 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 (4%) per centum per annum, said principal and interest being payable in monthly installments as follows: Interest only to be paid October 1, 1947, November 1, 1947, December 1, 1947 and January 1, 1948, and Beginning on the 1st day of February, 1948, and on the 1st day of each month of each year thereafter the sum of \$658.45, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of December, 1957, and the balance of said principal and interest to be due and payable on the 1st day of January, 1958; the aforesaid monthly payments of \$658.45 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$65,000.00 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 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 the said Attaway-Easterlin-Sprouse, Inc., 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 Attaway-Easterlin-Sprouse, Inc., 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, its successors and assigns, forever:-

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the East side of Rutherford Street in the City of Greenville, County of Greenville, State of South Carolina, and having according to a survey made by W. D. Neves the following metes and bounds, to-wit:-

BEGINNING at a stake on the East side of Rutherford Street, said stake being 140 feet South from the Southeast corner of the intersection of Rutherford Street and Bulls Alley, and running thence along the East side of Rutherford Street, S. 1-15 W. 140 feet to a stake at the North edge of a 20-foot alley; thence along the North edge of said 20-foot alley, S. 88-30 E. 399 feet to an iron pin; thence N. 3-15 W. 140 feet to an iron pin; thence N. 88-30 W. 389 feet to an iron pin on the East side of Rutherford Street, the beginning corner.

This is the same property conveyed to the mortgagor by deed of ~~Marie V. Childress~~ ^(And Victoria Childress) Allison dated May 7, 1947 and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 311, page 361.

This mortgage and the note secured thereby is executed by the undersigned officers of Attaway-Easterlin-Sprouse, Inc., pursuant to the power and authority conferred upon them by resolution duly adopted by its Board of Directors at a meeting called and held September 9, 1947.

Paid in full and satisfied on this the 23rd day of February, 1954.
Witnessed:
Elizabeth B. Vaughan
E. Stee B. Howell, Jr.
Liberty Life Insurance Company
By: Wm. P. Anderson
Treasurer



SATISFIED AND CANCELLED OF RECORD
24 DAY OF Feb 1954
Owen Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:26 O'CLOCK P. M. NO. 4290