

State of South Carolina,

AUG 7 12 26 PM 1948

County of GREENVILLE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James F. Simmons and William A. Simmons

SEND GREETING:

WHEREAS, we the said James F. Simmons and William A. Simmons

in and by our certain promissory note in writing, of even date with these Presents are well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of ELEVEN THOUSAND & NO/100 (\$ 11,000.00) 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 Five (5) per centum per annum, said principal and interest being payable in equal monthly instalments as follows:

Beginning on the day of September, 1948, and on the 6th day of each month of each year thereafter the sum of \$ 116.71 to be applied on the interest and principal of said note, said payments to continue up to and including the 6th day of July, 1958, and the balance of said principal and interest to be due and payable on the 6th day of August, 1958; the aforesaid monthly payments of \$ 116.71 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 11,000.00 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 instalments 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 instalment or instalments, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 we, the said James F. Simmons and William A. Simmons

A. Simmons, 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 James F. Simmons and William A. Simmons 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 those two certain pieces, parcels or lots of land, together with the buildings and improvements thereon, situate, lying and being in Greenville County, State of South Carolina, near the City of Greenville, on the East side of New Buncombe Road (formerly First Avenue), in sub-division known as Park Place, and shown as the Western one-half of Lots 4 & 5 of Block "B" on plat thereof prepared by E.A. McCollough, C.S., February 24, 1906, recorded in Plat Book "A", at page 119, and having according to a recent survey and plat prepared by Dalton & Neves, Engs., May, 1947 (to be recorded herewith), the following metes and bounds, to wit:

BEGINNING at a stake at the Southeast intersection of Mahon Street and New Buncombe Road (Formerly First Avenue), and running thence along the East side of New Buncombe (Formerly First Avenue), S. 0-17 W. 100 feet to a stake corner of Lot 3; thence along line of Lot 3, S. 89-43 E. 77.7 feet to a stake; thence through the middle of Lots 4 & 5, N. 0-33 W. 100 feet to a stake on the South side of Mahon Street; thence along the South side of Mahon Street N. 89-43 W. 76.3 feet, being the identical property conveyed to the mortgagors by deed of Margie Simmons Clarke in two separate conveyances: (1) Deed dated May 5, 1947, recorded in Deed Book 312, page 111, R. M. C. Office; (2) Deed Dated July 30, 1948, recorded in Deed Book 354 at page 392, said R. M. C. Office.