

BOOK 925 PAGE 552

State of South Carolina,

County of GREENVILLE

FILED
GREENVILLE CO. S. C.

JUN 19 3 20 PM 1963

OLLIE FANNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WE, R. E. DURHAM and HELEN A. DURHAM

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor R. E. Durham and Helen A. Durham

in and by a certain promissory note in writing, of even date with these Presents is 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 TEN THOUSAND AND NO/100

(\$ 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 Five and three-fourths (5-3/4 %) per centum, per annum, said principal and interest being payable in monthly instalments, as follows:

Beginning on the 1st day of August, 1963, and on the 1st day of each month of each year thereafter the sum of \$ 83.05

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1978, and the balance of said principal and interest to be due and payable on the 1st day of July, 1978; the aforesaid monthly payments of \$ 83.05

each are to be applied first to interest at the rate of Five and three-fourths (5-3/4 %) per centum per annum on the principal sum of \$ 10,000.00 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 such 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 and 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 the said mortgagor, 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 the said mortgagor 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, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY, its successors and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, on the North side of Ben Street in the City of Greenville, being shown as Lot No. 26 on Plat of McDaniel Heights, made by Dalton and Neves, Engineers, August, 1928, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "G", at page 214, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the North side of Ben Street, joint front corner of Lots Nos. 26 and 27 and running thence along the line of Lot No. 27 due North 179 feet to an iron pin; thence due West 70 feet to an iron pin at rear corner of Lot No. 25; thence along the line of Lot No. 25 due South 179 feet to an iron pin on the North side of Ben Street; thence along the North side of Ben Street due East 70 feet to the beginning corner.

This is the same property conveyed to the Mortgagors by deed of S. & M. Real Estate Company, dated October 20, 1948, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 363, at page 185.