

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of Greenville

I, A. B. Batson

SEND GREETING:

WHEREAS, I the said A. B. Batson

in and by my certain promissory note in writing, of even date with these presents am 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 Thirty-Five Hundred (\$ 3500.00) 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 six (6 %) per centum per annum, said principal and interest being payable in 120 installments as follows:

Beginning on the 12th day of Jan., 1941 and on the 12th day of each month of each year thereafter the sum of \$ 38.89, to be applied on the interest and principal of said note, said payments to continue up to including the 12th day of Nov., 1950 and the balance of said principal and interest to be due and payable on the 12th day of Dec., 1950, the aforesaid monthly payments of \$ 38.89 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 3500.00 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 is 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.

NOW, KNOW ALL MEN, That I the said A. B. Batson in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The 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 A. B. Batson in hand well and truly paid by the said The Liberty LIFE INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, conveyed, sold and released, and by these Presents do grant, bargain, sell and release unto the said The Liberty LIFE INSURANCE COMPANY.

All that certain piece, parcel or lot of land situate in the Town of Travelers Rest, Bates Township, on the West side of Buncombe Road more particularly described as follows:

Beginning at an iron pin at the Southwestern intersection of Buncombe road and Church Street and running thence along the West side of Buncombe road in a Southernly direction 60 feet to stake; thence N. 89 W. 83 feet, more or less, to stake on East side of the G. & W. right-of-way thence with East side of said right-of-way in a Northwesternly direction 61 feet, more or less, to iron pin on South side of Church Street; thence along the South side of Church Street S. 89 E. 97 feet to the point of beginning, being designated as Lot No. 5 on an adjacent twenty foot strip of Lot No. 6 as shown by the plat of the W. D. Sitton estate recorded in the office of R. M. C. for Greenville County in plat book F at page 29.

Also all my right, title and interest in the party wall on the South side of the above described property; This being the same property conveyed to me by W. L. Stamey by deed of this date.

This Mortgage Assigned to Liberty Life Ins. Co. on 12th day of Feb. 1941 Vol. 310 of R. E. Mortgages on Page 17 # 1648