

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of Greenville

I, J. A. Cureton, Jr.

SEND GREETING:

WHEREAS, I the said J. A. Cureton, Jr.

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to the Liberty ~~LIBERTY~~ LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Three Thousand Two Hundred Fifty and no/100 (\$ 3250.00) 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 (4 1/2 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the last day of February, 1944 and on the last day of each month each year thereafter the sum of \$ 33.70 to be applied on the interest and principal of said note, said payments to continue including the 31st day of December, 1953 and the balance of said principal and interest to be due and payable on the 31st day of January, 1954, the aforesaid monthly payments of \$ 33.70 each are to be applied first to interest at the rate of four and one-half (4 1/2 %) per centum per annum on the principal sum of \$ 3250.00 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.

NOW, KNOW ALL MEN, That I the said J. A. Cureton, Jr. in consideration of the said sum of money aforesaid, and for the better securing the payment thereof to the said Liberty ~~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 J. A. Cureton, Jr. in hand well and truly paid by the said Liberty ~~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 ~~LIBERTY~~ LIFE INSURANCE COMPANY.

That certain piece, parcel or lot of land with the buildings and improvements situate thereon, lying and being in Greenville Township, Greenville County, State of South Carolina, and known as lot No. 8, Block F, on plat of property of J. A. and G. F. Cureton, and having according to recent survey thereof made by R. E. Dalton, Engineer, September 1935, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the East side of East Avondale Drive, (formerly known as Maple Avenue) said pin being 534.5 feet South from the South east corner of the intersection of East Avondale Drive and National Highway No. 29, and running thence N. 88-43 E. 134.6 feet to an iron pin; thence S. 15-0 E. 12 feet to an iron pin; thence S. 2-29 W. 73 feet to an iron pin; thence N. 86-31 W. 124.1 feet to an iron pin on the East side of East Avondale Drive; thence with the East side of said Drive, N. 8-07 W. 75 feet to the beginning corner.

This is the same property conveyed to me by deed of J. A. Cureton on August 2, 1935, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 167 at Page 433.

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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.
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RECORDED AND INDEXED
2 DAY OF JANUARY 1950
OLLIE GREENVILLE COUNTY, S. C.
NO. 2812