

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of Greenville

We, Henry H. Hersey and Clara N. Hersey

WHEREAS, we the said Henry H. Hersey and Clara N. Hersey

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 FORTY-ONE HUNDRED AND NO/100 (\$ 4100.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest hereof until maturity at the rate of five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 19th day of April, 1945, and on the 19th day of each month of each year thereafter the sum of \$ 32.43 to be applied on the interest and principal of said note, said payments to continue up to including the 19th day of February, 1960 and the balance of said principal and interest to be due and payable on the 19th day of March, 1960; the aforesaid monthly payments of \$ 32.43 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 4100.00 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 we, the said Henry H. Hersey and Clara N. Hersey 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 Henry H. Hersey and Clara N. Hersey 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 unto the said LIBERTY LIFE INSURANCE COMPANY.
LIBERTY

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the Northwest side of Walnut Street, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as portions of Lots No. 29 and 30 on plat of Overbrook Land Company property, made by H. Olin Jones, September 17, 1913, and recorded in the RMC Office for Greenville County, in Plat Book E, at pages 251 and 252, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Walnut Street, said pin being approximately 147 feet in a Southwesterly direction from the intersection of Walnut Street and Spruce Street, said point also being 10 feet Southwest from the joint front corner of Lots No. 30 and 31 on plat referred to above, and running thence with the Northwest side of Walnut Street, S. 67-07 W. 74.5 feet to a point on Walnut Street at joint front corner of Lots No. 29 and 30; thence continuing with the Northwest side of Walnut Street, S. 57-32 W. 55.8 feet to an iron pin on Walnut Street in the front line of Lot No. 29; thence N. 32-44 W. 117 feet to an iron pin in the center of a 10 foot alley; thence with said alley N. 53-10 E. 5 feet to an iron pin at the Southeast corner of said 10 foot alley; thence along the Eastern edge of said alley, N. 32-44 W. 10 1/2 feet to an iron pin; thence N. 53-10 E. 50.8 feet to an iron pin in joint line of Lots No. 29 and 30; thence with the joint line of said lots, S. 32-41 E. 30 feet to an iron pin; thence N. 67-07 E. 74.5 feet to an iron pin in line of property now of formerly of W. R. Hale; thence with said Hale property line S. 32-41 E. 100 feet to an iron pin on the Northwest side of Walnut Street, the beginning corner.

TOGETHER, with any and all rights which we may have in and to the alley referred to above.

This is the same property that was conveyed to the mortgagors herein by two separate deeds as follows: (1) Deed from L. P. Hungerford and Clark Hungerford, dated September 11, 1939, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 214 at page 115; and (2) deed from Carl L. Gullick and Guy A. Gullick, as Executors of the Estate of M. L. Gullick, deceased, dated February 20, 1942 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 243 at page 34.

Handwritten notes and stamps: "SEND GREETING:", "LIBERTY LIFE INSURANCE COMPANY", "RECORDED", "GREENVILLE COUNTY, S. C.", "NO. 10000", "APR 19 1945", "LIBERTY LIFE INSURANCE COMPANY".