

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of GREENVILLE

I, Charles T. Merritt SEND GREETING:
WHEREAS, I the said Charles T. Merritt

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to the LIBERTY SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of FIVE THOUSAND AND NO/100 (\$5,000.00) 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 four & one half (4 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of September, 1945, and on the 1st day of each month of each year thereafter the sum of \$ 45.05, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of July, 1957, and the balance of said principal and interest to be due and payable on the 1st day of August, 1957; the aforesaid monthly payments of \$ 45.05 each are to be applied first to interest at the rate of 4 1/2 (4 1/2%) per centum per annum on the principal sum of \$ 5,000.00, 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 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 Charles T. Merritt in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY SOUTHEASTERN 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 Charles T. Merritt in hand well and truly paid by the said LIBERTY SOUTHEASTERN 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 SOUTHEASTERN LIFE INSURANCE COMPANY.

All that certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, on the north side of Augusta Court being known and designated as Lot No. 65 of Block D. of Augusta Court as shown on plat thereof prepared by R. B. Dalton, Engineer, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book F at page 124, and having, according to said plat and a more recent survey prepared by W. D. Neves, June, 1941, the following metes and bounds to-wit:

BEGINNING at an iron pin on the North side of Augusta Court at the joint corner of Lots No. 65 and 66 of Block D, which iron pin is 465.5 feet in a Southwesterly direction from the intersection of Augusta Court and an unnamed street and running thence with the joint line of Lots No. 65 and 66. N. 39-18 W. 87.9 feet to an iron pin, joint rear corner of Lots 64 and 65; thence with the joint line of said lots S. 50-42 W. 149.8 feet to an iron pin in the northeast side of Augusta Court; thence with the curve of Augusta Court, the chord of which is S. 62-21 E. 47.1 feet to an iron pin; thence still with the curve of Augusta Court, the chord of which is N. 80-29 E. 95.4 feet to an iron pin; thence N. 47-10 E. 48.8 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of J. A. Whiteside and Evelyn W. Whiteside to be recorded herewith.

SATISFIED AND CANCELLED OF RECORD
16 DAY OF August 1946
Belle Jamesworth
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 4:33 O'CLOCK P. M. NO. 13906