

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of GREENVILLE

Donald H. Warne and Lois C. Warne

SEND GREETING:

WHEREAS, We the said Donald H. Warne and Lois C. Warne

in and by our certain promissory note in writing, of even date with these presents do well and truly indebted to ~~SOUTHERN~~ 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~~ Three Thousand (\$3,000.00) 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 (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 21st day of December, 1945 and on the 21st day of each month of each year thereafter the sum of \$31.83, to be applied on the interest and principal of said note, said payments to continue up to including the 21st day of October, 1955 and the balance of said principal and interest to be due and payable on the 21st day of November 1955; the aforesaid monthly payments of \$31.83 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$3,000.00 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 we the said Donald H. Warne and Lois C. Warne in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SOUTHERN~~ LIBERTY LIFE INSURANCE COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Donald H. Warne and Lois C. Warne in hand well and truly paid by the said ~~SOUTHERN~~ 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 ~~SOUTHERN~~ LIBERTY LIFE INSURANCE COMPANY.

All that piece, parcel or lot of land with the buildings and improvements thereon, in Greenville Township, Greenville County, S. C., and known and designated as Lot No. 3 in sub-division of the property of S. O. Skelton, as shown on plat of R. E. Dalton, December, 1921, recorded in the R.M.C. Office for Greenville County in Plat Book "F", page 51, and having the following metes and bounds to-wit:

BEGINNING at the corner of Garraux and Elizabeth Street, being the Northwest corner of said intersecting Streets and running thence with Elizabeth Street N. 12-00 E. 150 feet to a ten foot alley; thence along said alley N. 66-17 W. 52.5 feet to Lot No. 2; thence along Lot No. 2, S. 12-00 W. 150 feet to Garraux Street; thence along Garraux Street S. 66-17 E. 52.5 feet to the beginning corner.

This is the same property conveyed to us by deed of J. Roy Lathem, dated November 21st 1945, and to be recorded herewith.

*& Affidavit
For Satisfaction, See R. E. M. Book 799 Page 421*

SATISFIED AND CANCELLED OF RECORD
11th DAY OF Aug 1959
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:28 O'CLOCK A.M. NO. 5251