

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of GREENVILLE

James F. Magarahan, III

SEND GREETING:

WHEREAS, I the said James F. Magarahan, III

in and by my certain promissory note in writing, of even date with these presents am 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 ~~Eight Thousand Seven Hundred Fifty~~ (\$ 8,750.00) 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 20th day of August, 1946, and on the 20th day of each month of each year thereafter the sum of \$ 100.00, to be applied on the interest and principal of said note, said payments to continue ~~XXXXXXXX~~ thereafter until principal and interest are paid in full; the aforesaid monthly payments of \$ 100.00 each are to be applied first to interest at the rate of Four & one-half (4 1/2%) per centum per annum on the principal sum of \$ 8,750.00 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 James F. Magarahan, III 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 ~~me~~ the said James F. Magarahan III 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.

LIBERTY

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the East side of Butler Avenue in the City of Greenville, County of Greenville, State of South Carolina, and having, the following metes and bounds, to-wit:-
BEGINNING at an iron pin on the East side of Butler Avenue, said pin being 104 feet North from the intersection of the sidewalk corner on the North side of Hampton Avenue with the sidewalk on the East side of Butler Avenue and running thence S. 64-24 E. 180 feet to an iron pin; thence N. 27-5 E. 41.4 feet to an iron pin; thence N. 64 -33 W. 185.15 feet to an iron pin on the East side of Butler Avenue; thence with the East side of Butler Avenue, S. 20-39 W. 41 feet to the beginning corner.

Together with all rights which the Mortgagor herein has in and to the 8-foot joint driveway, 4 feet of which is located on the North side of the above described lot and 4 feet of which is located on the lot lying North of and adjacent to the above described lot. All described in Deed of L. P. Slattery to Mary Grace Slattery, dated December 27, 1916, recorded in Deed Book 43, Page 32, R.M.C. Office for Greenville County, South Carolina.

Paid in full and satisfied on this the 19th day of April, 1954.
Witness:
Elizabeth B. Vaughn
Ralph L. Bowen, Jr.
Liberty Life Insurance Company
By: *John B. Tolson*
Asst. Treas. for Mortgage Loans.

SATISFIED AND CANCELLED OF RECORD
27 DAY OF April 1954
John B. Tolson
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:00 O'CLOCK P. M. NO. 9385