

MORTGAGE OF REAL ESTATE-C.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of GREENVILLE

WE, THOMAS O. OTT, JR., AND MARIAN S. OTT

SEND GREETING:

WHEREAS, We the said Thomas O. Ott, Jr., and Marian S. Ott

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Seven Thousand Four Hundred (\$7,400.00) 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 29th day of September, 1946, and on the 29th day of each month of each year thereafter the sum of \$58.53, to be applied on the interest and principal of said note, said payments to continue up to including the 29th day of July, 1961, and the balance of said principal and interest to be due and payable on the 29th day of August, 1961; the aforesaid monthly payments of \$58.53 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$7,400.00 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 Thomas O. Ott, Jr., and Marian S. Ott 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 Thomas Ott, Jr., and Marian S. Ott 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, and by these Presents do grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY.

All that piece, parcel or lot of land with the buildings and improvements thereon in Greenville Township, Greenville County, State of South Carolina in School District 8-G, known as Lot No. 39, on plat of Country Club Estates made by Dalton & Neves, October 1926, and recorded in the R.M.C. Office for Greenville County in Plat Book G, pages 190 and 191, and having the following courses and distances according to said plat:

BEGINNING at an iron pin on the South side of Douglass Drive, corner of Lot No. 40, and running thence with Douglass Drive N. 66-38 E. 50 feet to an iron pin, corner of Lot No. 38; thence with line of said lot S. 23-22 E. 130 feet to an iron pin, corner of Lot No. 52; thence with line of said lot S. 66-38 W. 50 feet to an iron pin, corner of Lot No. 40; thence with line of said lot N. 23-22 W. 130 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of Guy B. Foster dated December 23, 1943, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 259, at page 313.

ALSO: All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known as Lot No. 40 of the Country Club Estates as shown on plat made by Dalton & Neves, October 1926, and recorded in Plat Book G, at page 191, R.M.C. Office for Greenville County and having the following metes and bounds, according to said plat, to-wit:-

BEGINNING at an iron pin on Douglas Drive joint corner of Lots No. 39 and 40 and running thence with line of Lot No. 39 S. 23-22 E. 130 feet to joint corner of Lots 39 and 40, 51 and 52 thence with line of Lot No. 51; S. 66-38 W. 50 feet to corner of Lot No. 41; thence with line of Lot No. 41, N. 23-22 W. 130 feet to iron pin on Douglas Drive; thence with Douglas Drive N. 66-38 E. 50 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of Bobbie Broadwell dated April, 1945, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 274, at page 347.

Witness: Sarah Bush, Carolyn Auld

Stamp: R.M.C. FOR GREENVILLE COUNTY, S.C. SATISFIED AND CANCELLED OF RECORD

Stamp: 20 DAY OF July 1948, Allie Parsons