

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

STATE OF SOUTH CAROLINA,
County of GREENVILLE

I, WALTER D. BARR

SEND GREETING:

WHEREAS, I the said Walter D. Barr

in and by my certain promissory note in writing, of even date with these presents am 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 Four Thousand and Hundred (\$4,100.00) 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 3rd day of October, 1946, and on the 3rd day of each month of each year thereafter the sum of \$ 43.50, to be applied on the interest and principal of said note, said payments to continue up to including the 3rd day of August, 1956, and the balance of said principal and interest to be due and payable on the 3rd day of September, 1956; the aforesaid monthly payments of \$ 43.50 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 4,100.00 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 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 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 Walter D. Barr 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 me the said Walter D. Barr 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 certain piece, parcel or lot of land situate, lying and being in Greenville

Township, Greenville County, South Carolina, about one mile South of the Southern corporate limits of the City of Greenville, on the North side of Club Drive, and being more fully described according to plat thereof prepared by C. M. Furman, Jr., Engineer, September 4, 1925, as follows, to-wit:-

BEGINNING at a stake on the North side of Club Drive at corner of Lot No. 39 which point is 447 feet in an Easterly direction from the East side of Augusta Road and running thence with said Club Drive N. 65-45 E. 79 feet to a stake at corner of Lot 41; thence with the line of said lot N. 17-05 W. 167.4 feet to a stake; thence S. 64-50 W. 75.9 feet to a stake, corner of Lot No. 39; thence with the line of said lot, S. 15-52 E. 166.1 feet to the beginning corner and being Lot No. 40 as shown on plat of property of Ables and Razor, recorded in Plat Book "E" at page 153, R.E.C. Office for Greenville County.

RECORDED AND INDEXED...
10/2 DAY...
Oddie Barnsworth
R.M.C. FOR GREENVILLE COUNTY S. C.
259 P 26938
AT 2:00 PM OCTOBER 11 1946