

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

STATE OF SOUTH CAROLINA,
County of GREENVILLE

I, C. KIRBY HAMMOND

SEND GREETING:

WHEREAS, I the said C. Kirby Hammond

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 Twelve Thousand Five Hundred (\$12,500.00) 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

5% per centum per annum, said principal and interest being payable in installments as follows: To be paid one year after date, together with interest thereon from the date hereof until maturity at the rate of five (5%) per centum per annum to be computed and paid quarterly until each year thereafter the sum of \$3,125.00, to be applied on the interest and principal of said note, said payments to continue up to including the day of 10, and the balance of said principal and interest to be due and payable on the day of 10, the aforesaid payments of \$3,125.00 each are to be applied first to interest at the rate of 5% per centum per annum on the principal sum of \$12,500.00 or so much thereof as shall from time to time remain unpaid and the balance of each 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 a reasonable 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 C. Kirby Hammond 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 C. Kirby Hammond 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, with the buildings and improvements thereon situate, lying and being on the South side of Mills Avenue, partly within and partly outside the corporate limits of the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 2 and a portion of Lot No. 3 of Block "D" on plat of O. P. Mills property, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book C, Page 176, and having, according to a recent survey made May 26, 1941, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the South side of Mills Avenue, in the front line of Lot No. 3 of Block D. said pin being 207.3 feet in an Easterly direction from the Southeast corner of the intersection of Mills Avenue and Elm Street, and running thence with Elm Street, N. 49-43 E. 25 feet to an iron pin at joint front corner of Lots N.2 and 3 of Block D; thence with the South side of Mills Avenue, N. 53-57 E. 245 feet to an iron pin; thence S. 22-11 E. 214.2 feet to a post; thence S. 45-27 W. 246 feet to an iron pin, joint rear corner of Lots No. 2 and 3; thence with the line of Lot No. 3, N. 24-30 W. 95.8 feet to an iron pin in line of Lots No. 2 and 3; thence N. 33-30 W. 150 feet to an iron pin on the South side of Mills Avenue, the beginning corner.

TOGETHER with all furnishings and equipment of every nature and kind belonging to the mortgagor which is now located in the apartment buildings located on the above property, including also any furnishings and equipment that may hereafter be purchased and placed therein prior to the payment of the debt secured hereby, and also all replacements of any kind that may be made, it being my intent that said mortgage shall cover all property used in connection with the operation of the apartment buildings which are located on this property.

The above described real estate was acquired by the mortgagor herein by deeds from Alice LeGrand Mills dated April 16, 1941, recorded in the R.M.C. Office for Greenville County, in Deeds Volume 231, Page 236, and by deed from Jane G. Hammond dated July 24, 1941, and to be recorded herewith.

Paid in full and satisfied this the 15th day of April, 1954.
Witnessed: E. Elizabeth B. Vaughan, E. Steen B. Howell, Jr.
Liberty Life Insurance Company
By: Wm. P. Anderson, Treasurer

