

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

STATE OF SOUTH CAROLINA,
County of Greenville

RUTH D. HERR

SEND GREETING:

WHEREAS, I the said Ruth D. Herr

in and by MY certain promissory note in writing, of even date with these presents 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 One Thousand & no/100 (\$1,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C.

per centum per annum, said principal and interest being payable in installments as follows: One year after date, together with interest thereon from date hereof until maturity at the rate of four and one-half (4 1/2%) per centum per annum to be computed and paid semi-annually until paid in full.

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 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 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 Ruth D. Herr 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 the said Ruth D. Herr 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. its successors and assigns, forever:-

All that certain lot, piece, or parcel of land situate, lying and being in said State and County, a short distance South of the City of Greenville (about a quarter of a mile outside the city limits), having the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the Northeast side of the Augusta Road, on joint corner of Lot 86 of "Crescent Terrace" as shown on R. E. Dalton's plat of July, 1919, recorded on Page 137 of Plat Book E, in the Office of the Register of Mesne Conveyances for said County, and the lot conveyed to Julius W. Davis by The South Carolina National Bank of November 15, 1926 by deed recorded in said office in Book 72, page 437, and running thence N. 32-50 E. along joint line of said two lots, 324.5 feet, more or less, to a stake on the Southwest boundary line of Hillcrest Avenue; thence in a Southeasterly direction (probably about S. 49 E.), along the extension of said Hillcrest Avenue, and along the line of a triangular lot of land conveyed by Andrea C. Patterson on June 15, 1945 to Greenville County, 14 feet, more or less, to the point where the Southwest line of said Avenue, as so prolonged, intersects with the rear line of Lot 88 on said Plat; thence S. 00-29 E. along line of Lots 88 (belonging to Mrs. Hattie C. Schroder) and 89 on said Plat to the North corner of the lot conveyed by Andrea C. Patterson by Henry T. Dawson on October 4, 1940, by deed recorded in said office in Book 113, page 226, and by said Dawson to J. McD. Law on March 1, 1945, by deed recorded in Book 273, page 38; thence along line of said J. McD. Law lot, S. 39-22 W. to the Augusta Road; thence along said Road, N. 46-21 W. 25 feet, more or less, to the beginning corner.

ALSO, all that certain lot, piece or parcel of land situate, lying and being in said state and County, a short distance Southeast of the City of Greenville, known and designated as the Southeastern portion of Lot No. 96 of Crescent Terrace, as shown on a plat made by R. E. Dalton in July 1919, and recorded in the Office of the Register of Mesne Conveyances for said County in Plat Book E, page 137 and having according to said plat the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the Northeast side of the Augusta Road, on joint corner of Lots Nos. 95 and 96, and running thence with said Road, N. 46-21 W. 45 feet to a stake on said Road; thence N. 39-22 E. (parallel with the joint line of Lots Nos. 95 and 96) to a point in the rear line of Lot No. 89; thence S. 0-29 E. with the rear lines of Lots Nos. 89 and 90 to an iron pin on joint corner of Lots Nos. 90, 95 and 96; thence S. 39-22 W. 200 feet, more or less, with joint line of Lots Nos. 95 and 96 to the beginning corner.

This is the same property conveyed to me by deed of Annie Belle Jones and Juliet Jones recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 303, page 283, dated December 6, 1946.