

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

STATE OF SOUTH CAROLINA, County of GREENVILLE

I, J. R. GAINES

SEND GREETING:

WHEREAS, I the said J. R. GAINES

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 Sixteen Thousand Five Hundred - - - (\$16,500.00) 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 four and 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 June, 1947, and on the 20th day of each month of each year thereafter the sum of \$171.10 to be applied by the interest and principal of said note, said payments to continue up to including the 20th day of April, 1957, and the balance of said principal and interest to be due and payable on the 20th day of May, 1957; the aforesaid monthly payments of \$171.10 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 \$16,500.00 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, 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 J. R. Gaines 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 in consideration of the further sum of THREE DOLLARS, to me the said J. R. Gaines 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

SATISFIED AND CANCELED OF RECORD 21 Ollie Stephens, Jr. August 1947 FOR GREENVILLE COUNTY, S. C. NO. 16362

LOT NO. 1 All that certain piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, known as Lot No. 3 on plat of property of W. O. Groce compiled by Dalton & Neves, Engineers, March 1929, and having the following courses and distances according to said plat:

BEGINNING at a point in the center of Laurens Road, the Southeast corner of said tract and running thence N. 13-32 E. 804 feet to an iron pin corner of W. M. Burnett; thence with Burnett's line, N. 50-30 W. 265 feet; thence N. 24-30 W. 50 feet to an iron pin corner of Tract No. 2 on said plat; thence with line of Tract No. 2, S. 11-30 W. 947.5 feet to center of Laurens Road; thence with center of said road, S. 69 E. 250 feet to the beginning corner, containing 5.29 acres, more or less.

The above description included a strip 15 feet wide on the East side of said tract more fully described in deed by W. O. Groce to W. M. Burnett dated March 28, 1929, recorded in Book 150 page 328, said 15 foot strip being used as a road.

This being the same property conveyed to the mortgagor herein by deed of C. T. Stephens, dated June 25, 1946, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 294, at page 385.

LOT NO. 2 All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina on Hammond Street and known and designated as Lot No. 40 according to plat of property of Thomas M. Walker Co. which plat is recorded in the R.M.C. Office in Plat Book E, page 146, reference being hereby made for more particular description and having following metes and bounds, to wit:-

BEGINNING at a point on the corner of Chicora and Hammond Streets and running thence along the Southwestern side of Hammond Street N. 36-47 E. 52.25 feet to an iron pin at the joint front corner of Lots NO. 40 and 41; thence along the common line of said lots, S. 40-47 W. 100 feet to a point in the line of Lot No. 44; thence along the line of lot No. 44, S. 36-36 E. 51.54 feet to a point on the Northwestern side of Chicora Street, joint corner of Lots No. 40 and 44; thence along the Northwestern side of Chicora Street, N. 41-13 E. 100 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of Marsmen, Inc. dated September 12, 1945, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 280, at page 201.

LOT NO. 3 All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina on the South side of Hammond Street in the City of Greenville, being a strip of Lot No. 41 as shown on plat recorded in R.M.C. Office in Plat Book E, page 146, said strip fronting 2 inches on Hammond Street with a depth of 50 feet and a prolongation of said strip 10 inches by 50 feet to the rear of said Lot No. 41 and being more fully described as follows:

BEGINNING on the South edge of an 8 inch wall of a building constructed on property now or formerly belonging to Mildred H. Barton on the West side of Hammond Street and running thence with the West side of Hammond Street, S. 36-47 E. 2 inches to the joint front corner of Lots No. 40 and 41; thence with the line of Lot No. 40 S. 40-47 W. 100 feet to the rear line of Lots No. 40 and 41; thence N. 36-36 W. 10 inches to a point; thence N. 40-47 E. 50 feet to a point in the rear line of said 8 inch wall; thence with the rear of said wall 8 inches to southern edge of said wall; thence with the Southern edge of said wall, N. 40-47 E. 50 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by Mildred H. Barton by deed dated November 1945, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 283, at page 11. Subject, however, to the party wall agreement entered into between the mortgagor herein and the said Mildred H. Barton by instrument dated November 13, 1945, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 282, at page 376, reference to which is hereby made.