

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

STATE OF SOUTH CAROLINA,
County of Greenville

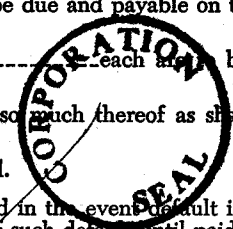
WE, FRANKLIN J. FOX AND CHARLOTTE H. FOX

SEND GREETING:

WHEREAS, ~~we~~ the said Franklin J. Fox and Charlotte H. Fox

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 Eleven Thousand - - - - (\$ 11,000.00) 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 4th day of July, 19 47, and on the 4th day of each month of each year thereafter the sum of \$ 114.07, to be applied on the interest and principal of said note, said payments to continue up to including the 4th day of May, 19 57, and the balance of said principal and interest to be due and payable on the 4th day of June, 19 57; the aforesaid monthly payments of \$ 114.07 each month be applied first to interest at the rate of four and one-half (4 1/2) per centum per annum on the principal sum of \$ 11,000.00 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 ~~the (10%) per cent of the indebtedness as attorneys' fees,~~ a reasonable 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 Franklin J. Fox and Charlotte H. Fox 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 us the said Franklin J. Fox and Charlotte H. Fox 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 at the southeast corner of intersection of West Earle Street and Townes Street, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots L and M on Map 3 on Plat of Mountain City Land and Improvement Company, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book WW, at page 605, and having, according to a recent survey made by R.E. Dalton, January 9th 1942, the following metes and bounds, to-wit:-

BEGINNING at a stake at the Southeast corner of intersection of West Earle Street and Townes Street and running thence with the South side of West Earle Street, S. 84-00 E. 100 feet to a stake thence S. 6-00 W. 150 feet to a point at corner of wall; thence N. 84-00 W. 100 feet to a point at corner of wall on the East side of Townes Street; thence with the East side of Townes Street N. 6-00 E. 150 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of P. Frank Cuttino to be recorded herewith.

Witness:
Sarah B. ...
Carolyn ...

RECORDED AND CANCELLED OF RECORD
20th DAY OF October 19 48
REC. FOR GREENVILLE COUNTY, S. C.
11:34 O'CLOCK P. M. NO 23030