



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

STATE OF SOUTH CAROLINA, Greenville

HYMAN M. COHEN AND BELLE M. COHEN

SEND GREETING:

WHEREAS, WE the said

HYMAN M. COHEN and BELLE M. COHEN,

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 Forty-one Hundred & no/100 -- -- -- (\$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 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 29th day of October, 1947, and on the 29th day of each month of each year thereafter the sum of \$42.52 to be applied on the interest and principal of said note, said payments to continue up to including the 29th day of August 1957, and the balance of said principal and interest to be due and payable on the 29th day of September, 1957; the aforesaid monthly payments of \$42.52 each are to 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 \$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 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 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 we, the said Hyman M. Cohen and Belle M. Cohen 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 Hyman M. Cohen and Belle M. Cohen in and 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 piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the South side of Henrietta Avenue, sometimes referred to as Henrietta Street and McBee Springs Road near the City of Greenville, in the County of Greenville State of South Carolina, being known and designated as a portion of Lots 12 and 13, on plat made by R. E. Dalton, Engineer, August 1922, recorded in the R.M.C. Office for Greenville County in Plat Book H, page 18, and having according to survey made by R. E. Dalton, November 4, 1941, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the South side of Henrietta Avenue, said pin being 377.1 feet in a Westerly direction from the Southwest corner of the intersection of Henrietta Avenue and Augusta Road, and running thence S. 26-39 E. 213.6 feet to a stake; thence along the line of Lots 14 and 15, S. 62-27 W. 65 feet to a stake; thence N. 26-46 W. 206.6 feet to an iron pin on the South side of Henrietta Avenue; thence with the South side of Henrietta Avenue N. 51-12 E. 66.1 feet to the beginning corner.

This is the same property conveyed to us by deed of Kathryn A. Taylor dated November 10, 1941 recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 239, page 141.

RECEIVED AND PAID BY LIBERTY LIFE INSURANCE COMPANY IN FULL PAYMENT OF THE DEBT OF HYMAN M. COHEN AND BELLE M. COHEN DATED OCTOBER 29, 1947. JAMES H. TAYLOR, SECRETARY. GREENVILLE COUNTY, S. C. NO. 1941B