

MORTGAGE OF REAL ESTATE

FILED GREENVILLE VOL. 382 PAGE 370

State of South Carolina

MAR 10 2 46 PM 1948

County of GREENVILLE

OLLIE FARNSWORTH R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Yetta B. Berger

SEND GREETING:

WHEREAS, I the said Yetta B. Berger

in and by MY certain promissory note in writing, of even date with these Presents AM well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Seventy-Three Hundred (\$7300.00) 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 instalments as follows: Beginning on the 9th day of April, 1948, and on the 9th day of each month of each year thereafter the sum of \$75.70, to be applied on the interest and principal of said note, said payments to continue up to and including the 9th day of February, 1958, and the balance of said principal and interest to be due and payable on the 9th day of March, 1958; the aforesaid monthly payments of \$75.70 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 \$7300.00 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 instalments 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 instalment or instalments, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 Yetta B. Berger

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 Yetta B. Berger 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, together with the buildings and improvements thereon, situate, lying and being on the South side of Randall Street, in the City of Greenville, County of Greenville, State of South Carolina, known and designated as the Western part of Lot No. 21, Section B, as shown on plat of Property of Stone Land Company recorded in Plat Book A, at page 337 (also in Plat Book A, at page 441) R. M. C. Office for Greenville County, S. C., and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of said Randall Street at a point 108.75 feet East of the intersection of Randall Street with Robinson Street, and running thence along Randall Street S. 83-13 E. 54 feet to an iron pin; thence S. 1-41 W. 156 feet to an iron pin; thence N. 83-13 W. 54 feet to an iron pin; thence N. 1-41 E. 156 feet to point of beginning on Randall Street.

Being the same property conveyed to the Mortgagor by Shepsal Realty Corporation by deed to be recorded herewith.

Witness:
Leara H. ...
Dora M. Hope
Paid in full and satisfied this
the 15th day of January - 1954.
Liberty Life Insurance Company
By: Wm. P. Anderson
Treasurer
16 January 54