

400-445

State of South Carolina

County of Greenville

FILED GREENVILLE CO. S.C. SEP 17 12 11 PM 1948

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MILDRED H. PEDEN

WHEREAS, I the said Mildred H. Peden,

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 Fourteen Thousand & no/100 (\$14,000.00) 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 five (5%) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 16th day of October, 1948, and on the 16th day of each year of each year thereafter the sum of \$148.54 to be applied on the interest and principal of said note, said payments to continue up to and including the 16th day of August, 1958, and the balance of said principal and interest to be due and payable on the 16th day of September, 1958; the aforesaid monthly payments of \$148.54 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$14,000.00 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 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 Mildred H. Peden

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 Mildred H. Peden 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 piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in Greenville County, State of South Carolina, in the City of Greenville, on the North side of Carroll Street, shown as all of Lots 8 and 9, part of Lots 10, 11 and 12 and a small triangular strip adjoining the Northeast corner of Lot 12, on plat of Property of Helen B. McDaniel prepared November 1940 by Dalton & Neves, Engineers, recorded in Plat Book T, page 21, R. M. C. Office for Greenville County, S. C., having the following notes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Carroll Street, joint front corner of Lots 7 and 8, and running thence along joint line of said lots, N. 21-50 W. 253.4 feet to iron pin; thence S. 67-35 E. 408.6 feet to a branch; thence up the meanders of said branch with the branch as the line in a Southwesterly direction to a point on the North side of Carroll Street, which point is 18 feet, S. 73-22 E. from the joint front corner of Lots 9 and 10; thence along North side of Carroll Street, N. 73-22 W. 18 feet; thence continuing along said street and along joint lines of Lots 8 and 9, N. 75-10 W. 150 feet to point of beginning.

Being the identical property conveyed to the Mortgagor by deed of Helen B. McDaniel, et al, dated February 3, 1948, recorded in Deed Book 338, page 211.

For Release See Deed Book H 12 Page 522 Lend to Orlene A. Henderson.

RECORDED AND INDEXED BY RECORDS 22 DAY OF Sept. 1948 Ollie Farnsworth

Paid in full and satisfied on the 17th day of September, 1958. Witnesses: Willie H. Raussey, Bobbie R. Terry, Liberty Life Ins. Co., By: G. N. Cleveland, Asst. Secy.