

JUL 11 4 49 PM 1949

OLLIE FARNSWORTH
R. M. C.

State of South Carolina,
County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WE, CHARLES N. WYATT AND H. M. WHITWORTH,

SEND GREETING:

WHEREAS, we the said Charles N. Wyatt and H. M. Whitworth,

in and by ONE certain promissory note in writing, of even date with these Presents ONE 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 Sixteen Thousand & No/100 (\$ 16,000.00) 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 instalments as follows:
Beginning on the 11th day of August, 1949 and on the 11th day of each month of each year thereafter the sum of \$ 165.92 to be applied on the interest and principal of said note, said payments to continue up to and including the 11th day of June, 1959, and the balance of said principal and interest to be due and payable on the 11th day of July, 1959; the aforesaid monthly payments of \$ 165.92 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 \$ 165.92 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 we the said Charles N. Wyatt and H. M. Whitworth, 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 Charles N. Wyatt and H. M. Whitworth 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 piece, parcel or lot of land, situate, lying and being on the North side of East Coffee Street in Ward Two of the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeastern corner of Coffee and Irvine Streets and running thence with Irvine Street, N. 20 E. 130 feet to an iron pin, corner of a 10 foot alley; thence with line of said 10 foot alley S. 70 E. 63 feet to an iron pin; thence S. 20 W. 130 feet to an iron pin on Coffee Street; thence with said Coffee Street, N. 70 W. 63 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by J. Addison Ingle and J. Wilkinson Jervey as Executors and Trustees under the will of James Wilkinson Jervey by deed recorded in the R. M. C. Office for Greenville County, S. C.

Paid and satisfied in full this 11th day of July 1949



RECORDED AND CANCELLED OF RECORD

11th DAY OF July 1949

R. M. C. FOR GREENVILLE COUNTY, S. C.

11:10 O'CLOCK AM NO. 467