

VOL 447-314

FILED
GREENVILLE CO. S. C.

State of South Carolina

JAN 13 2 33 PM 1950

County of GREENVILLE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. A. CURETON, JR.

SEND GREETING:

WHEREAS, I, the said J. A. Cureton, Jr.

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 Five Thousand One Hundred and No/100----- (\$5,100.00) 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 instalments as follows:

Beginning on the 13th day of February, 1950, and on the 13th day of each month of each year thereafter the sum of \$45.91 to be applied on the interest and principal of said note, said payments to continue up to and including the 13th day of December, 1951, and the balance of said principal and interest to be due and payable on the 13th day of January, 1952; the aforesaid monthly payments of \$ 45.91 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 \$ 5,100.00 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 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 J. A. Cureton, Jr.

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 J. A. Cureton, Jr. 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 certain piece, parcel or lot of land with the buildings and improvements thereon situate and being on the East side of East Avondale Drive (formerly known as Maple Avenue) in that area recently annexed to the City of Greenville, Greenville County, S. C., being shown as Lot 8 of Block F on plat of property of J. A. Cureton and P. F. Cureton, made by W. M. Rast, Surveyor, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book I, page 103, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of East Avondale Drive at joint front corner of lots 7 and 8 of Block F, said pin being 534.5 feet South from the Southeast corner of intersection of East Avondale Drive and the Old Camp Road (sometimes referred to as National Highway No. 29), and running thence with the line of Lot 7 S 86-48 E 138.5 feet to an iron pin; thence S 15-00 E 12 feet to an iron pin; thence S 2-20 E 73 feet to an iron pin; thence along the line of Lot 8 N 86-31 W 124.1 feet to an iron pin on the East side of East Avondale Drive; thence along the East side of East Avondale Drive N 8-07 W 75 feet to the beginning corner.

This is the same property conveyed to me by deed of J. A. Cureton, made August 2, 1935, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 167, page 435.

East Avondale Drive above mentioned is sometimes referred to as North Avondale Drive.