

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & ~~McKay~~, Attorneys at Law, Greenville, S. C.

McKay
FILED
GREENVILLE CO. S. C.
MAR 2 10 29 AM '71
COUNTY OF GREENVILLE
OLLIE FARNSWORTH
R. M. C.

BOOK 1182 PAGE 302

SEND GREETING:

Whereas, we, the said Wilhelm H. Liebenau and Cecile B. Liebenau hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, well and truly indebted to Southern Bank & Trust Company

hereinafter called the mortgagee(s), in the full and just sum of Five Thousand and No/100-----

-----DOLLARS (\$ 5,000.00), to be paid at maturity in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of eight (8%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April, 1971, and on the 1st day of each month of each year thereafter the sum of \$101.39--- to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of February 1976, and the balance of said principal and interest to be due and payable on the 1st day of March 1976; the aforesaid monthly payments of \$101.39--- each are to be applied first to interest at the rate of eight (8%) per centum per annum on the principal sum of \$5,000.00 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 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 hereof, as herein 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 attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to we, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Southern Bank & Trust Company, its successors and assigns, forever:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon in Bates Township, Greenville County, State of South Carolina, near Travelers Rest, located on the west side of Loraine Drive and the north side of Lowell Street and being known and designated as Lot No. 28, as shown on a revised map of Tracts 58, 59 & 60 of a subdivision known as Meadowbrook Farms, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book VV, Page 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Loraine Drive at the joint corner of Lots 28 & 29 and runs thence along the line of Lot 29 S. 77-42 W. 162.8 feet to an iron pin; thence along the line of Lot 27 S. 12-18 E. 140 feet to an iron pin on the north side of Lowell Street; thence along Lowell Street N. 77-42 E. 142.8 feet to an iron pin at the intersection of Lowell Street and Loraine Drive; thence with the curve of said street and drive (the chord being N. 32-42 E. 28.3 feet) to an iron pin on the west side of Loraine Drive; thence along Loraine Drive N. 12-18 W. 120 feet to the beginning corner.