

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C.

1975-073

JUN 5 12 30 PM '75

State of South Carolina

DOUBLEDAY S. TANKERSLEY
R.M.C.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Lowell D. Fambrough

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Lowell D. Fambrough

in and by a certain promissory note in writing, of even date with these Presents is 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 One Hundred Twenty-Five Thousand and 00/100 (\$ 125,000.00 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 ten and one-half (10 1/2 %) per centum per annum, said principal and interest being payable in 240 monthly instalments as follows:

Beginning on the 1st day of July, 1975, and on the 1st day of each month of each year thereafter the sum of \$ 1,248.75

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1995, and the balance of said principal and interest to be due and payable ~~xxxx~~ as provided in ~~xxxx~~ said note ~~xxxx~~; the aforesaid monthly payments of \$ 1,248.75

each are to be applied first to interest at the rate of ten and one-half (10 1/2 %) per centum per annum on the principal sum of \$ 125,000.00 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 and 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 the said mortgagor, 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 the said mortgagor 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, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY

ALL that piece, parcel or tract of land, together with all improvements thereon, containing 3.0 acres, more or less, situated on the southern side of Ashmore Branch Road about 7 miles South of the City of Greenville, Greenville County, South Carolina, being shown and designated on a plat entitled "Property of Lowell D. Fambrough", dated March 12, 1975, prepared by Heaner Engineering Company, Inc., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the intersection of the southern boundary of State Highway No. 331 (Ashmore Branch Road), and the eastern boundary of Harris Road, and running thence N. 67-52 E. 339.22 feet to a point on Ashmore Branch Road; thence along a creek, which is the line, the traverses of which are S. 57-26-32 E. 143.65 feet, S. 42-55-15 E. 182.65 feet and S. 15-58-08 E. 35.83 feet to an iron pin on or near said branch; thence S. 52-54-24 W. 172.04 feet to an iron pin; thence S. 64-12-51 W. 218.10 feet to an iron pin on the eastern side of Harris Road; thence, along Harris Road, N. 38-45 W. 394.78 feet to an iron pin at the intersection of the eastern boundary of Harris Bridge Road and the southern boundary of Ashmore Branch Road, the point and place of beginning.

5,50.00



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