

State of South Carolina,

FILED GREENVILLE CO. S. C.

County of GREENVILLE

MAY 15 12 40 PM 1948

OLLIE FARNSWORTH R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. R. GAINES

SEND GREETING:

WHEREAS, I the said J. R. GAINES

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 Six Thousand- (\$6,000.00) 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 15th day of June, 1948, and on the 15th day of each calendar month of each year thereafter the sum of \$52.44 to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of April, 1961, and the balance of said principal and interest to be due and payable on the 15th day of May, 1961; the aforesaid monthly payments of \$52.44 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$6,000.00 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 J. R. GAINES

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. R. GAINES 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 tract of land, together with the buildings and improvements thereon, situate, lying and being in Butler Township, School District 9-C, County and State aforesaid, on the Northern side of Edwards Road, being shown as all of Tract No. Seven (7) containing 2.44 acres, and a triangular section from the Easterly portion of Tract No. Eight (8) containing 0.59 acres, as shown on plat of property of L. L. Richbourg, prepared by Dalton & Neves, Engineers, October 1944, and as revised March, 1947, which plat is recorded in Plat Book "R", at page 65, R. M. C. Office Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the Edwards Road and running thence N. 19-30 W. 644.3 feet to an iron pin in line of Tract No. 9; thence along line of Tract No. 9, N. 78-40 E. 250 feet to an iron pin in center of unnamed road; thence with the center of said unnamed road, the following courses and distances: S. 10-20 E. 79.6 feet to an iron pin; thence S. 16-48 E. 245 feet to an iron pin; thence S. 22-53 S. 169 feet to an iron pin in center of Edwards Road; thence with center of Edwards Road, S. 43-50 W. 250 feet to an iron pin, point of beginning.

BEING the identical lot or tract of land conveyed to the Mortgagor herein by deed of W. S. Bradley dated September 12, 1947, recorded Deed Book 317, page 121, R. M. C. Office above:

paid in full and satisfied this the 20th day of February, 1950.

Satisfied and paid by Ollie Farnsworth

Witnesses: Liberty Life Insurance Company By: W. P. Underhill

8:49 H. 430