

State of South Carolina,

County of Greenville.

DEC 19 4 07 PM 1947

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OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

H. SHERRILL UTLEY

SEND GREETING:

WHEREAS, I, the said H. Sherrill Utley

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 Nine Thousand & no/100 (\$9,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., as follows:

The sum of \$1,500.00 to be paid on the 19th day of March, 1948 and the sum of \$1,500.00 to be paid on the 19th day of June, September, December and March of each year thereafter until said principal is paid in full, with interest thereon from the date hereof until maturity at the rate of four (4%) per centum per annum to be computed and paid quarterly until paid in full.

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 H. Sherrill Utley

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 H. Sherrill Utley, 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 lot with the buildings and improvements thereon situate, lying and being on the West side of Aberdeen Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being shown as part of Lot #16 on plat of property of W. K. Livingston, Trustee, made by R. E. Dalton, Engineer, February 1924, recorded in the R. M. C. Office for Greenville County, S. C., in Flat Book F, page 200, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the West side of Aberdeen Avenue, which point is 219.5 feet South of the intersection of the West side of Aberdeen Avenue with the South side of Augusta Road, and running thence with the West side of Aberdeen Avenue, S. 23-36 W. 118 feet to a point 10 feet North of the joint corner of Lots 16 and 17, and shown on said plat, and running thence in a line parallel with the joint line of Lots 16 and 17, N. 63-24 W. 158.7 feet more or less to a point on the rear line of Lot 7 as shown on said plat; thence with the rear line of Lots 7, 8 and 9, N. 25-08 E. 118 feet to a point; thence S. 63-24 E. 158.7 feet more or less to Aberdeen Avenue, the point of beginning.

This is the same property conveyed to me by deed of L. A. Roseley dated June 13, 1945 recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 276, page 352.

ALSO all furnishings, fixtures and equipment of every kind belonging to the mortgagor and located in the apartments in the building

(Over)

Paid in full and Satisfied This the 23rd Day of June, 1949

Liberty Life Insurance Company

By Wm. P. Anderson

Witnesses:

Sarah J. Waldrop



SATISFIED AND CANCELLED BY

RECORDED 29th DAY OF June 1949

Ollie Farnsworth

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