

State of South Carolina

FILED

GREENVILLE CO. S. C.

County of Greenville

JAN 18 5 02 PM 1949

TO ALL WHOM THESE PRESENTS MAY CONCERN: OLLIE FARNSWORTH R.M.C.

W. C. CLEVELAND, JR.,

SEND GREETING:

WHEREAS, I the said W. C. Cleveland, Jr.,

in and by MY certain promissory note in writing, of even date with these Presents \$100,000.00 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 Thousand & no/100 (\$100,000.00) 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 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 18th day of February, 1949, and on the 18th day of each month of each year thereafter the sum of \$901.00 to be applied on the interest and principal of said note, said payments to continue up to and including the 18th day of December, 1960, and the balance of said principal and interest to be due and payable on the 18th day of January, 1961; the aforesaid monthly payments of \$901.00 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 \$100,000.00 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 W. C. Cleveland, 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 W. C. Cleveland, 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, lying and being on the North side of East McBee Avenue in the City of Greenville, County of Greenville, State of South Carolina, in the block between South Brown Street and South Spring Street, being shown on the Greenville City Block Book, Sheet 63, Block 5, as Lots 8, 9 and 10 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of East McBee Avenue and South Brown Street and running thence along the East side of South Brown Street in a Northerly direction 150.6 feet, more or less, to an iron pin on the South side of a 10-foot alley; thence in an Easterly direction 203.4 feet, more or less, to an iron pin on the West side of South Spring Street; thence along the West side of South Spring Street in a Southerly direction 148.8 feet, more or less, to an iron pin at the Northwest corner of the intersection of South Spring Street and East McBee Avenue; thence along the North side of East McBee Avenue in a Westerly direction 200.1 feet, more or less, to the beginning corner.

This is a portion of that property that was devised by William C. Cleveland to my father then known as William C. Cleveland, Jr., for his lifetime with remainder in fee simple to his oldest son then living and his heirs forever as will more fully appear by will of said William C. Cleveland on file in Probate Court in Apartment 87, File 21. Thereafter my father, William C. Cleveland (mentioned in said

(Over)

Paid in full and satisfied this the 17th day of December, 1951
Witness:
Wilma M. Share
M. T. V. Bynum
Liberty Life Insurance Company
By: Wm P. Anderson, Jr.

RECORDED AND CANCELLED OF RECORD
18 DEC 1951
Ollie Farnsworth
GREENVILLE COUNTY, S. C.
2:43 P.M. NO 28792

