

MORTGAGE OF REAL ESTATE

BOOK 572 PAGE 475

State of South Carolina

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, CHARLES A. SMITH, II

WHEREAS, the said mortgagor Charles A. Smith, II (herein called mortgagor) SEND GREETING:

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 Sixteen Thousand Five Hundred and No/100- (\$16,500.00) 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 15th day of October, 1953, and on the 15th day of each month of each year thereafter the sum of \$104.45 to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of September, 1973, and the balance of said principal and interest to be due and payable on the 15th day of October, 1973, the aforesaid monthly payments of \$104.45 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 \$16,500.00 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and within the corporate limits of the City of Greenville, being known and designated as Lot No. 43 of a subdivision known as Stone Lake Heights, Section No. 1, as shown on a plat thereof prepared by Piedmont Engineering Service, June, 1952 and recorded in the R. M. C. Office for Greenville County in Plat Book BB, at page 133, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern edge of Lakecrest Drive, the joint front corner of Lots 42 and 43, and running thence along the northeastern edge of Lakecrest Drive, following the curvature thereof, the chord of which is N. 22-48 W. 40.7 feet to an iron pin; thence continuing along the northeastern side of Lakecrest Drive, the chord of which is N. 32-38 W., 40 feet to an iron pin; thence continuing along Lakecrest Drive, the chord of which is N. 56-10 W. 33.1 feet to an iron pin; thence continuing along the curvature of Lakecrest Drive as the same intersects with the Chick Springs Road, the chord of which is N. 10-57 W. 35.5 feet to an iron pin on the southeastern edge of the Chick Springs Road; thence continuing along the southeastern edge of the Chick Springs Road N. 34-10 E. 97 feet to an iron pin; thence S. 55-24 E. 269 feet to a point on the edge of Stone Lake; thence along the edge of Stone Lake following the traverse line thereof, S. 5-59 W. 74.7 feet to a point on the edge of Stone Lake, the joint rear corner of Lots 42 and 43; thence along the joint lines of said lots 42 and 43, N. 88-55 W. 75.6 feet to an iron pin; thence continuing along the joint line of said lots 42 and 43, N. 89-20 W. 115.5 feet to an iron pin on the northeastern edge of Lakecrest Drive, the beginning corner.

(OVER)

The Liberty Corporation
Security Investment Company
315
1301
12th February 1974 # 20076

For Assignment See R. M. C. Book 572 Page 475
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