

RECORDED
GREENVILLE CO. S.C.

FEB 20 10 26 AM '63

State of South Carolina,
County of Greenville

WILLIE FARMSTON
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ATTAWAY-EASTERLIN PONTIAC, INC., a corporation chartered under the laws of the State of South Carolina (herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Attaway-Easterlin Pontiac, Inc.

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 Fifty Three Thousand Five Hundred and No/100 (\$53,500.00) 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 Five (5%) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 1st day of April, 1954, and on the 1st day of each month of each year thereafter the sum of \$567.64 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of February, 1964, and the balance of said principal and interest to be due and payable on the 1st day of March, 1964; the aforesaid monthly payments of \$567.64 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$53,500.00 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, its successors and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate on the East side of Rutherford Street in the City of Greenville, in Greenville County, South Carolina, and having according to a survey made by W. D. Neves, Engineer, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Rutherford Street, said pin being 140 feet South from the Southeast corner of the intersection of Rutherford Street and Bulls Alley; thence along the East side of Rutherford Street S. 1-15 W. 140 feet to an iron pin at the Northeast corner of the intersection of Rutherford Street and a 20-foot alley; thence along the North side of said alley S. 88-30 E. 399 feet to an iron pin; thence N. 3-15 W. 140 feet to an iron pin; thence N. 88-30 W. 389 feet to an iron pin on the East side of Rutherford Street, the beginning corner.

This is the same property that was conveyed to Attaway-Easterlin-Sprouse, Inc. by deed of Mamie V. Childress and Victoria Childress Allison, dated May 7, 1947, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 311, at page 361. Thereafter the corporate name of Attaway-Easterlin-Sprouse, Inc. was by amendment of its charter changed to Attaway-Easterlin Pontiac, Inc. There is included in the above described lot a strip of land along the East side of Rutherford Street across the entire width of said lot varying in depth from 21 to 19.7 feet that lies within the right of way of Rutherford Street,

(Over)

paid in fees and satisfied on this the 23rd day of January, 1963.

Liberty Life Insurance Company
By: *H. H. Ramsey*
assistant secretary

witness:
Willis T. Ramsey

SATISFIED AND CANCELLED OF RECORD
25 DAY OF JAN. 1963
Cassie Ramsey
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:40 O'CLOCK P. M. NO. 18880