

State of South Carolina,

County of Greenville

FILED GREENVILLE CO., S. C.

OCT 25 4 36 PM 1954

OLLIE FARNSWORTH R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SMITH DRAY LINE & STORAGE CO., INC.

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Smith Dray Line & Storage Co., 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 Twenty-four Thousand (\$24,000.00) 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 first day of December, 1954, and on the first day of each month of each year thereafter the sum of \$254.64 to be applied on the interest and principal of said note, said payments to continue up to and including the first day of October, 1964 and the balance of said principal and interest to be due and payable on the first day of November, 1964; the aforesaid monthly payments of \$254.64 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$24,000.00 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 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 in the city of Greenville, county of Greenville, state of South Carolina, on the northeast side of North Markley Street and having according to a recent plat made by C. C. Riddle, Surveyor, September 1954, entitled "Property of Smith Dray Line & Storage Co. Inc." the following metes and bounds, to-wit:

Beginning at an iron pin on the northeasterly side of North Markley Street, corner of the property of R. B. McCoy and running thence with the northeasterly side of said Street N. 19-22 W. 181.5 feet to the corner of the building of Janie W. Goldsmith; thence with the line of the said Goldsmith property N. 69-58 E. 54.9 feet to the rear corner of said building, and right of way of the G & C Division of the Southern Railroad; thence with the said right of way S. 41-22 E. 194.6 feet to an iron pin corner of property of R. B. McCoy; thence with the line of said property S. 70-00 W. 188.5 feet to the beginning corner.

This is the same lot of land conveyed to the mortgagor by Mary Ellen Yeargin by deed dated July 9, 1953 recorded in deed volume 477 page 390 of the R. M. C. Office for Greenville County.

"The following prepayment privileges are reserved: (1) to make additional principal payments on any interest payment date, provided

Paid in full and satisfied on this the 3rd day of July, 1958

Liberty Life Insurance Company

By: S.H. Cleveland, Asst. Sec.

July 1958

9:31 A.M. 1958

Witnesses:

Ollie S. Farnsworth, Ruth W. Puckett