

State of South Carolina,

County of GREENVILLE

FILED
GREENVILLE CO. S. C.

OCT 25 12 52 PM 1957

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GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN S. McCUTCHEON AND JOANNE B. McCUTCHEON

WHEREAS, the said mortgagor s. John S. McCutcheon and Joanne B. McCutcheon, (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 Thirteen Thousand and No/100ths (\$13,000.00) (\$ 13,000.00) 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 and three-fourths (5 $\frac{3}{4}$ %) per centum per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the 1st day of December, 1957, and on the 1st day of each succeeding month of each year thereafter the sum of \$ 91.39 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October, 1977, and the balance of said principal and interest to be due and payable on the 1st day of November, 1977; the aforesaid monthly payments of \$ 91.39 each are to be applied first to interest at the rate of five and three-fourths (5 $\frac{3}{4}$ %) per centum per annum on the principal sum of \$ 13,000.00 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 piece, parcel or lot of land situate, lying and being on the Eastern side of Broughton Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the greater portion of Lot No. 1 as shown on a plat prepared by Dalton and Neves, dated July 1951, entitled "Property of R.M. Gaffney and C.E. Robinson, Junior" and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book AA at page 133 and a small portion of Lot No. 42, Section H as shown on a plat of Croftstone Acres, prepared by C.B. Dawsey, dated August 1946, and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book S at pages 78 and 79, and having according to a more recent plat prepared by Piedmont Engineering Service, dated October 21, 1957, entitled "Property of John S. McCutcheon and Joanne B. McCutcheon" and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book NN at page 181 the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Broughton Drive at the joint front corner of Lots Nos. 1 and 2, and running thence with the line of Lot No. 2, N. 58-28 E. 59.1 feet to an iron pin; thence continuing with the line of Lot No. 2, S. 88-52 E. 97.2 feet to an iron pin; thence still continuing with the line of Lot No. 2, S. 0-37 W. 43.6 feet to an iron pin on the Northern side of Wedgewood Avenue; thence with the Northern side of Wedgewood Avenue, N. 61-04 E. 10.2 feet to an iron pin at the joint corner of the lot herein described and Lot No. 3; thence with the line of Lot No. 3, N. 0-37 E. 125.6 feet to an iron pin; thence a new line S. 85-06 W. 143.1 feet to an iron pin on the Eastern side of Broughton Drive; thence with the Eastern side of Broughton Drive, S. 7-54 W. 105 feet to the point of beginning.

Paid in full and satisfied on this the 17th day of March, 1964.

*Liberty Life Insurance Co.
By B. H. Cleveland
assist. Secy.*

*wit:
Willie H. Ramsey
Penny H. Pace*



SATISFIED AND CANCELLED OF RECORD
23rd DAY OF Mar. 1964
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:38 O'CLOCK A.M. NO. 26848