

State of South Carolina

County of Greenville

GREENVILLE, S. C.  
APR 11 4 17 PM 1964  
ORIGINAL FILED

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I. G. J. Scarr,

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor G. J. Scarr

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 and no/100

(\$16,000.00) 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 six (6%) per centum per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the first day of June, 1961, and on the first day of each month of each year thereafter the sum of \$177.64

to be applied on the interest and principal of said note, said payments to continue up to and including the first day of April, 1971, and the balance of said principal and interest to be due and payable on the first day of May, 1971; the aforesaid monthly payments of \$177.64

each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$16,000.00 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, its successors and assigns forever, all his leasehold estate in and to the following described real estate:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being at the southeasterly corner of the intersection of Augusta Road and West Faris Road, in the City of Greenville, S. C., and having according to a plat entitled Property Leased by George J. Scarr, made by J. C. Hill on March 22, 1961, the following metes and bounds, to-wit:

BEGINNING at a nail and cap at the southeasterly corner of the intersection of Augusta Road and West Faris Road, and running thence along the easterly side of West Faris Road S 20-16 W 219.33 feet to a nail and cap; thence S 60-21 E 72.7 feet to a nail and cap; thence N 30 E 196.5 feet to a nail and cap on the southwesterly side of Augusta Road; thence N 49-32 W 112.26 feet to a nail and cap, the beginning corner.

G. J. Scarr holds possession of the above described property pursuant to the terms of a 17 year written lease, dated March 30, 1959, by and between Sue W. Chittenden and Laura W. Bryson, as Lessors, and G. J. Scarr, as Lessee, the term of which expires March 31, 1976. The lease provides for an option to renew said lease for a period of 17 years and if said option is exercised, then an additional option is granted to renew the lease for an additional period of 17 years. Said lease is recorded in the RMC Office for Greenville County, S. C. in Deed Book 620, at page 377. It is understood by the parties hereto that this mortgage shall extend to such leasehold estate as is held by the mortgagor, G. J. Scarr, pursuant to the written lease above referred to, and the buildings and improvements thereon. Should the mortgagor,

(continued on reverse side)

*Paid in full and satisfied on this the 17<sup>th</sup> day of August, 1964.*  
*Witness:*  
*Shelie H. Gansley*  
*Archie J. Fulmer*  
*Liberty Life Insurance Co.*  
*By: [Signature]*  
*Asst. Secretary*



SACRILEG AND CANCELLED OF RECORD  
20<sup>th</sup> DAY OF Aug 1964  
*W. H. Farnsworth*  
S. C. DEED BOOK 854 PAGE 401  
AN 12-16-64 P. NO. 5675