

FILED GREENVILLE CO. S. C.

State of South Carolina

DEC 14 4 18 PM 1961

County of GREENVILLE

OLLIE WORTH R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James P. McNamara and Catherine F. McNamara

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor James P. McNamara and Catherine F. McNamara

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 Thousand and no/100

(20,000.00) 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 One-fourth (5 1/4 %) per centum per annum, said principal and interest being payable in monthly

instalments as follows: Beginning on the First day of February, 1962, and on the First day of each month of each year thereafter the sum of \$ 214.59

to be applied on the interest and principal of said note, said payments to continue up to and including the First day of December, 1971, and the balance of said principal and interest to be due and payable on the First day of January, 1972; the aforesaid monthly payments of \$ 214.59

each are to be applied first to interest at the rate of Five and One-fourth (5 1/4 %) per centum per annum on the principal sum of \$ 20,000.00 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 lot of land with the buildings and improvements thereon situate on the south side of Brookside Way near the City of Greenville, in Greenville County, S. C., shown as Lot No. 1 and 2 on plat of property of Christie Prevost, made by Piedmont Engineering Service, July 5, 1949, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "X", Page 17, and having, according to said plat and a recent survey made by Douglas S. Crouch, Engineer, June 17, 1952, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Brookside Way at corner of Lot No. 1 and property of Ralph Speegle, and running thence along the Speegle line S. 25-30 E. 171 feet to an iron pin, thence with the line of Lot No. 3, S. 66-35 W. 150 feet to an iron pin in line of property of Ashmore, thence along line of Ashmore property N. 25-30 W. 173 feet to an iron pin on the South side of Brookside Way, thence along Brookside Way following a curved line (the chord being N. 72-25 E. 75.5 feet) to an iron pin; thence continuing with the curve of Brookside Way (the chord being N. 62-14 E. 75.2 feet) to an iron pin; the beginning corner.

Brookside Way referred to above is also known as Riverside Drive.

The above described property is the same conveyed to the Mortgagor herein by Deed of Gladys B. Austin and R. P. Austin dated July 7, 1952, recorded in the R. M. C. Office for Greenville County in Deed Book 458 at Page 473 and also by Deed of Gladys B. Austin and R. P. Austin dated August 18, 1953, and recorded in the R. M. C. Office for Greenville County in Deed Book 484 at Page 140.

Paid in full and satisfied from this the 28th day of October, 1964 Liberty Life Insurance Company

Witness: By G. H. Island Assistant Secretary Willie H. Ramsey Jean S. Payne

OLLIE WORTH 12714