

State of South Carolina,

FILED
GREENVILLE CO. S. BOOK 938 PAGE 243

County of GREENVILLE

OCT 22 10 35 AM 1963

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Thomas R. Lybrand, Jr. and Anne E. Lybrand

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Thomas R. Lybrand, Jr. and Anne E. Lybrand

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 Fifteen Thousand and no/100

(\$ 15,000.00) 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-half (5-1/2 %) per centum per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the 1st day of December, 1963, and on the 1st day of each month of each year thereafter the sum of \$ 122.57

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October, 1978, and the balance of said principal and interest to be due and payable on the 1st day of November, 1978; the aforesaid monthly payments of \$ 122.57

each are to be applied first to interest at the rate of five and one-half (5-1/2 %) per centum per annum on the principal sum of \$ 15,000.00 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, being known and designated as the major portion of Lot Number 31 and a strip of Lot Number 32 of a subdivision known as Stone Lake Heights, Section 1, according to a plat thereof by Piedmont Engineering Service dated June, 1952, and recorded in the R. M. C. Office for Greenville County in Plat Book BB, page 133, and according to a recent survey by Dalton & Neves, Engineers, dated October, 1963, entitled Property of Thomas R. Lybrand and Anne E. Lybrand, having the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern edge of Lakecrest Drive, which iron pin is ten feet in a northerly direction from the joint front corner of Lots Numbers 30 and 31, and continuing thence with the east side of Lakecrest Drive, N. 1-35 E. 124 feet to an iron pin; thence S. 88-25 E. 301.1 feet to an iron pin; thence along the edge of Stone Lake the traverse line being S. 2-29 W. .14 feet to an iron pin; thence continuing with the edge of Stone Lake, the traverse line being S. 13-28 E. 99.1 feet to an iron pin; thence S. 88-50 W. 327.6 feet to the iron pin at the point of beginning, together with all rights and privileges in and to the bed and waters of Stone Lake as are accorded by law to a riparian owner, including, without being limited to, the right and privilege as appurtenant to said lot to go upon and use the waters of said lake for the purpose of engaging in aquatic sports, such as boating, fishing and swimming, and the further right to construct and maintain a dock or landing which does not extend farther than 15 feet from the water's edge and is so located as not to interfere with the reasonable use of Stone Lake by any other riparian owner.