

APR 13 4 12 PM 1974

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

----- W. T. Shirley and Carolyn H. Shirley -----

----- (herein called mortgagor) SEND GREETING: -----

WHEREAS, the said mortgagor -----

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 Fourteen Thousand and no/100 (\$ 14,000.00) 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 1st day of June, 1974, and on the 1st day of each month of each year thereafter the sum of \$ 92.40 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of April, 1974, and the balance of said principal and interest to be due and payable on the 1st day of May, 1974; the aforesaid monthly payments of \$ 92.40 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 14,000.00 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 that piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the northeasterly side of Summit Drive, in the City of Greenville, S. C., and being designated as Lot No. 8, Section E, according to a revised plat of a portion of Croftstone Acres, made by Piedmont Engineering Service, dated August 4, 1950 and recorded in the RMC Office for Greenville County, S. C. in Plat Book "Y", page 91, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeasterly side of Summit Drive at the joint front corner of Lots 7 and 8, Section E, and running thence along the common line of said lots N 53-30 E 133.3 feet to an iron pin, joint corner of Lots 6, 7 and 8, Section E; thence along the common line of Lots 6 and 8, Section E, S 78-07 E 65 feet to an iron pin, joint rear corner of Lots 8 and 9, Section E; thence along the common line of Lots 8 and 9, Section E, S 35-03 W 174.1 feet to an iron pin on the northeasterly side of Summit Drive; thence along the northeasterly side of Summit Drive, N 46-0 W 78.9 feet to an iron pin; thence continuing along the northeasterly side of Summit Drive, N 32-20 W 26.1 feet to an iron pin the point of beginning and being the same property conveyed to the mortgagors herein by Ray F. Peck by deed dated April 14, 1953 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 483, page 549.

The following prepayment privileges are reserved: (1) to make additional principal payments on any interest payment date, provided however the payments thus made shall be for the exact amount of such portion of any consecutive number of the ensuing monthly payments as would be applied to principal if those monthly payments were made when due, the total thus paid shall not exceed \$2,000.00 during any twelve month period calculated from the date of the loan or any anniversary thereof; (2) to pay the entire balance of the loan on any interest payment date with a surrender charge of 2% of such balance as consideration.