

DEC 23 10 12 AM 1955

State of South Carolina

County of GREENVILLE

OLLIE FARNSWORTH R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RALPH F. SCHMIDT, CLAYTON E. SCHMIDT, and HUGH E. SCHMIDT, partners trading as Schmidt Realty Company (herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagors Ralph F. Schmidt, Clayton E. Schmidt, and Hugh E. Schmidt, partners trading as Schmidt Realty Company

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., as follows:

The sum of \$1,000.00 to be paid on the principal on the 1st day of April, 1956, and the sum of \$1,000.00 to be paid on the 1st day of July, October, January and April of each year thereafter up to and including the 1st day of October, 1960, and the balance of the principal then remaining to be paid on the 1st day of January, 1961, together with interest thereon from the date hereof until maturity at the rate of Five (5%) per centum per annum to be computed and paid April 1, 1956, and quarterly thereafter until paid in full.

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 lot of land with the improvements thereon situate, lying and being on the Northeast side of Emile Avenue, in the block between Eva Street and Agnes Street, near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lots 1, 6 and 7 of Block "C", as shown on plat of property of J. Ed Means, made by W. J. Riddle, Surveyor, January, 1940, recorded in the RMC Office for Greenville County, S. C., in Plat Book "J", pages 186 and 187, and having, according to a recent plat made by R. W. Dalton, Surveyor, on August 22, 1951, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeast side of Emile Avenue, said point being where the Northeast side of Emile Avenue intersects with the Northwest side of Agnes Street, and running thence along the Northwest side of Agnes Street, N. 60-17 E., 160 feet to an iron pin; thence with the line of Lot 2, N. 29-43 W., 185 feet to an iron pin; thence along the line of Lot 8, N. 40-30 W., 242.9 feet to an iron pin on the Southeast side of Eva Street; thence with the Southeast side of Eva Street, S. 48-37 W., 191.3 feet to an iron pin on the Northeast side of Emile Avenue; thence along the Northeast side of Emile Avenue, S. 40-30 E., 391.6 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Greenville Belting Company, to be recorded herewith.

*Paid in full and satisfied on this 3rd day of December, 1957*

*Liberty Life Insurance Co.*

*Witness: Willie L. Ramsey, Bobbie L. Perry*

*See Farnsworth 14332*

*For assignment of ... in connection with this note.*