

State of South Carolina

County of GREENVILLE

JAN 9 2 35 PM '76

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Joe E. Shaw, Jr.

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Joe E. Shaw, Jr.

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-Five Thousand and No/100 (\$ 25,000.00) 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 four and one-half (4 1/2 %) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 15th day of February, 1956, and on the 15th day of each month of each year thereafter the sum of \$ 158.25 to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of December, 1975, and the balance of said principal and interest to be due and payable on the 15th day of January, 1976; the aforesaid monthly payments of \$ 158.25 each are to be applied first to interest at the rate of four and one-half (4 1/2 %) per centum per annum on the principal sum of \$ 25,000.00 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 those pieces, parcels or lots of land in Greenville Township, Greenville County, State of South Carolina situate, lying and being in the City of Greenville on the eastern side of Lakecrest Drive and being known and designated as Lot No. 33 and the major portion of Lot No. 32 of Stone Lake Heights, Section No. 1, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "BB", Page 133 and being more particularly described according to a plat of survey by Piedmont Engineering Service dated December 29, 1955 as follows:

BEGINNING at an iron pin on the eastern side of Lakecrest Drive at a point 14 feet north of the joint front corner of Lots Nos. 31 and 32, and which iron pin is also 416.5 feet in a northerly direction from the intersection of Lakecrest Drive and Lotus Court, and running thence a new line through Lot No. 32, which line is at all points 14 feet north of and parallel to the joint line of Lots Nos. 31 and 32, S. 88-25 E. 283 feet to an iron pin on the edge of Stone Lake; thence along the edge of Stone Lake N. 1-35 E. 226 feet to an iron pin, the joint rear corner of Lots Nos. 33 and 34; thence along the joint line of Lots Nos. 33 and 34 N. 88-25 W. 283 feet to an iron pin on the eastern side of Lakecrest Drive, the joint front corner of Lots Nos. 33 and 34; thence along the eastern side of Lakecrest Drive S. 1-35 W. 226 feet to the beginning corner. 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.

The above described property is all of that conveyed to me by B. Frank Mayfield by his deed dated May 31, 1954 and recorded in the R. M. C. Office for

(OVER)

FOR SATISFACTION TO THIS MORTGAGE SEE INSTRUMENTAL BOOK 36 PAGE 560

SATISFIED AND CANCELLED OF RECORD 25 DAY OF Feb 1976 Donald Mackenzie R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:30 O'CLOCK P. M. NO. 21585