

OCT 23 10 55 AM 1959

State of South Carolina

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ALBERT J. QUIGLEY and DOROTHY L. QUIGLEY

WHEREAS, the said mortgagor Albert L. Quigley and Dorothy L. Quigley

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 Nine Thousand and No/100 (\$9,000.00) 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 three-fourths (5 3/4%) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 1st day of December, 1959, and on the 1st day of each month of each year thereafter the sum of \$98.82 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October, 1969, and the balance of said principal and interest to be due and payable on the 1st day of November, 1969; the aforesaid monthly payments of \$98.82 each are to be applied first to interest at the rate of Five and three-fourths (5 & 3/4%) per centum per annum on the principal sum of \$9,000.00 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, with the buildings and improvements thereon, situate, lying and being on the South side of Crescent Avenue (formerly known as Oliver Street) near the City of Greenville, in Greenville County, State of South Carolina, known and designated as Lot No. 65 on Plat of Alta Vista, which plat is recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book G, at page 20, and having, according to survey made by R. E. Dalton, Engineer, July 17, 1937, the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of Crescent Avenue, which iron pin is 134 feet in an easterly direction from the Southeast corner of the intersection of a 30 foot unnamed street and Crescent Avenue, said point also being the joint corner of Lots No. 64 and 65, and running thence with the joint line of Lots No. 64 and 65; S. 4-15 W. 200 feet to an iron pin; thence S. 85-40 E. 67 feet to an iron pin at the rear corner of Lots No. 65 and 66; thence with the joint line of Lots. No. 65 and 66, N. 4-15 E. 200 feet to iron pin on the South side of Crescent Avenue; thence along the South side of said Crescent Avenue, N. 85-40 W. 67 feet to the beginning corner.

This is the same property conveyed to Albert J. Quigley by deed of Maude Banks Wells, dated May 20, 1947, recorded in the RMC Office for Greenville

paid in full and satisfied on this the 17th day of January, 1963.

Liberty Life Insurance Company

By: R. H. ... assistant secretary

Witnesses: Willie H. Ramsey, Mary S. Richardson

RECORDED AND CANCELLED BY RECORD 14 DAY OF Jan 1963 Robin Sammons