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R. M. C.

1963 OCT 30 PM 1:57

SPARTANBURG CO.

# State of South Carolina,

County of Greenville

NOV 2 8 49 AM 1963

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Greer Golf and Country Club, a corporation

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor Greer Golf and Country Club, a corporation

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 Forty Thousand and NO/100

(\$ 40,000.00) 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 six & one fourth (6 1/4 %) per centum per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the first day of December, 1963, and on the first day of each month of each year thereafter the sum of \$ 342.97

to be applied on the interest and principal of said note, said payments to continue up to and including the first day of October, 1978, and the balance of said principal and interest to be due and payable on the first day of November, 1978; the aforesaid monthly payments of \$ 342.97 each are to be applied first to interest at the rate of six & one fourth (6 1/4 %) per centum per annum on the principal sum of \$ 40,000.00 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 parcel of tract of land containing 155.78 acres, more or less, situated on the South side of the Gap Creek Road and the North side of South Tyger River, about three miles North of the City of Greer, in Greenville and Spartanburg Counties, State of South Carolina, and being shown as Tract No. 7 and the greater portion of Tract No. 6 of the A.H. Miller property, including an adjoining tract of 10.38 acres, shown on a plat prepared by John A. Simmons, Registered Surveyor, recorded in Plat Book RR page 145, R.M.C. Office for Greenville County, and Plat Book 46 pages 544 and 545, R.M.C. Office for Spartanburg County.

This is the same property conveyed to Greer Golf and Country Club by James G. Hayes, et al., by deed recorded in Deed Book 20-U page 383, R.M.C. Office for Spartanburg County, and in Deed Book 734 page 463, R.M.C. Office for Greenville County, and also by deed of Perry M. Shockley, et al., recorded in Deed Book 27-U page 17, R.M.C. Office for Spartanburg County, LESS THEREFROM, a small boundary designated on said plat as "Parking Area."

This property is subject to the easement or water right held by Apalache Mills, shown on the plat referred to above.

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