

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS

That R. C. Juten and R. M. Baine of the County of Greenville in the State aforesaid,

SEND GREETING:

WHEREAS, we the said R. C. Juten and R. M. Baine

indebted in and by a certain instrument in writing called Note, and hereinafter so referred to, bearing even date herewith for the principal sum of Five Hundred Dollars,

payable to the order of THE PENN MUTUAL LIFE INSURANCE COMPANY, a corporation duly chartered under the laws of the State of Pennsylvania, at its Home Office in the City of Philadelphia, State of Pennsylvania, and a member of the United States of America, of the present standard of highest and best repute as follows:

in any coin or currency lawfully tendered in the United States of America.

as follows: Five Hundred Dollars and no part thereof.

\$ 750.00 semi-annually, commencing January 1st 1938, for a period of ten years, commencing November 3rd 1938, balance of January 3rd 1948.

and bearing interest from date until maturity at the rate of five per cent. per annum, said interest being payable semi-annually on the first day of November in each and every year until the maturity of said Note, and if not so paid to bear interest at the same rate as the principal debt; said principal sum to bear interest at the rate of eight per cent. per annum, payable semi-annually, and that the maker will pay ten per cent of the amount then due, in addition to the principal and interest, as attorney's fees, if placed in the hands of an attorney for collection, after conditions broken:

NOW, KNOW ALL MEN, That R. C. Juten and R. M. Baine the said

of the County and State aforesaid, in consideration of the said debt and Note aforesaid, and for the better securing the payment of the principal obligation, and interest thereon, herein described, and all renewed principal or interest obligations that may hereafter be given or evidence of principal or the interest upon the same during the said term of extension, in the event of any extension of time for the payment of said principal debt and performance of the covenants herein contained to the said The Penn Mutual Life Insurance Company, according to the condition of said Note, and also in consideration of the sum of One Dollar to us, the said R. C. Juten and R. M. Baine

do hereby acknowledged, granted, bargained, sold and released and by these presents do hereby bargain, sell and release unto the said The Penn Mutual Life Insurance Company, its Successors or Assigns:

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, in the County of Greenville, on the East side of Cleveland Street, and more particularly described as follows:

Beginning at an iron pipe on the East side of Cleveland Street at the joint front corner of Lots nos. 2 and 3 and running thence along the East side of Cleveland Street N. 2-55 21. 65 ft. to an iron pipe; thence continuing along Cleveland Street N. 10-55 21. 65 ft. to an iron pipe; thence continuing along Cleveland Street N. 11-48 21. 141 ft. to an iron pipe at the S. E. intersection of Cleveland Street and University Ridge; thence along the S. side of University Ridge N. 86-44 E. 100 ft. to an iron pipe; thence continuing along University Ridge N. 71-50 E. 68.7 ft. to an iron pipe, the N. 21. corner of Lot no. 6; thence S. 36-32 E. 163.3 ft. along the rear line of Lots 6 and 5 to an iron pipe, joint rear corner of Lots 4 and 5; thence S. 5-36 21. 155 ft. along the rear line of lots 4 and 3 to an iron pipe joint rear corner of lots 2 and 3; thence S. 87-33 21. 203 ft. to an iron pipe point of beginning. The tract of land herein described is also known and designated as Lots nos. 3, 4, 5 and 6 on map #2 of Cleveland Terrace, which map is recorded in Book 9, page 86, in the office of R. M. G. for Greenville County; and being the same premises conveyed to R. C. Juten by Ridmont Lumber Company by deed recorded in Vol. 194 Page 106 and by R. C. Cleveland to R. C. Juten by deed recorded in Vol. 200 page 187; a half interest in said premises being conveyed to R. M. Baine by R. C. Juten by deed dated April 26, 1938.

Fire Loss Clause.

It is expressly agreed that in the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to the mortgagee, its successors, or assigns, and the mortgagee, its successors or assigns, at its sole and absolute discretion, may apply the same, or a part thereof, as a payment on account of the indebtedness secured hereby, whether or not then due and payable, or shall apply the same, or a part thereof, toward the alteration, reconstruction, repair or restoration of the mortgaged premises, either to the portion thereof by which said loss was sustained or any other portion thereof.

See Release See R. C. M. Book 236 Page 105 deed to M. C. Davenport. Mr. Baine See R. C. M. Book 257, Page 175.

SATISFIED AND RELEASED OF ALL LIABILITIES AND OBLIGATIONS OF THE COUNTY OF GREENVILLE, S. C. BY OFFICE OF THE CLERK OF COURTS, GREENVILLE, S. C. 22 1938