

(Rev. Feb. 15, 1941)

# MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF Greenville } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, **Walter Buford Estes and Mary Cordelia Estes**  
**Greenville, S. C.**

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **The Life & Casualty Insurance Company of Tennessee,**

organized and existing under the laws of **Tennessee**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Forty-five Hundred and No/100** Dollars (\$ **4,500.00**), with interest from date at the rate of **four and one-half** percentum (**4½** %) per annum until paid, and interest being payable at the office of **The Life & Casualty Insurance Company of Tennessee, in Nashville, Tennessee**, or at such other place as the holder of the note may designate, in monthly installments of **Twenty-five and 02/100** Dollars (\$ **25.02**), commencing on the first day of **March** 19**67**, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **February** 19**67**.

*Satisfied and cancelled by deed*  
*Ms. C. FOR GREENVILLE COUNTY*  
*RECORDED*

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the South side of Riverside Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 23 on plat of Ables & Rasor property, made by Fitzpatrick & Terry, Engineers, September, 1919, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book E, at page 153, and having, according to a survey made by C. C. Jones, Engineer, December 11, 1941, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the South side of Riverside Drive, joint front corner of Lots No. 22 and 23, said pin being 312 feet in a Westerly direction from the Southwest corner of the intersection of Riverside Drive and Ridge Drive, and running thence with the South side of Riverside Drive, S. 61-15 W. 74 feet to an iron pin, joint front corner of Lots No. 23 and 24; thence with the line of Lot No. 24, S. 24-07 E. 172.3 feet to an iron pin; thence with the rear line of Lot No. 46, N. 62-10 E. 76.5 feet to an iron pin; thence with the line of Lot No. 22, N. 26-00 W. 173.4 feet to an iron pin on the South side of Riverside Drive, the beginning corner.

The mortgagors represent that Mary Cordelia Estes and Mary Page Estes are one and the same person and further that W. Buford and Walter Buford Estes are one and the same.

\* The mortgagors in order more fully to protect the security of this mortgage do hereby also covenant and agree as follows:

9. That the mortgagors will pay all taxes, which may be levied on the mortgagee's interest in said real estate and improvements, and which may be levied upon this mortgage or the debt secured hereby (but only to the extent that such is not prohibited by law and only to the extent that such will not make this loan usurious), but excluding any income tax, State or Federal, imposed on mortgage, and will file the official receipt showing such payment with the mortgagee. If, at any time, any law or court decree prohibits the payment by the mortgagors of any tax, other than an income tax, levied upon the mortgagee's interest in the mortgaged real estate and improvements or levied upon the mortgage or the debt secured hereby, or provides that any amount so paid by the mortgagor must be credited on the mortgaged debt, the mortgagee shall have the right to give thirty days' written notice to the owner of the mortgaged premises, requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable, and collectible at the expiration of said thirty days.

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8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within eight months from the date hereof (written statement of any officer or employee of the Federal Housing Administration dated subsequent to the eight months' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility) the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagee represents that he is the holder of the mortgage described in fee simple absolute, that he has good right and lawful authority to