

State of South Carolina,

County of GREENVILLE

FILED GREENVILLE S.C.

JUL 20 4 05 PM '51

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Francis M. Hipp

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagor

in and by a certain promissory note in writing, of even date with these Presents is well and truly indebted to THE SURETY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Seventy-Five Thousand and No/100

(\$75,000.00) 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 (4%) per centum

per annum, said principal and interest being payable in quarterly instalments as follows:

Beginning on the 1st day of October, 1951, and on the 1st day of each January, April, July and October of each year thereafter the sum of \$1,668.75

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of July, 1966, and the balance of said principal and interest to be due and payable on the 1st day of July, 1966;

the aforesaid quarterly payments of \$1,668.75 each are to be applied first to interest at the rate of four (4%) per centum

per annum on the principal sum of \$75,000.00 or so much thereof as shall, from time to time, remain unpaid

and the balance of each quarterly 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 SURETY 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 SURETY 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 SURETY LIFE INSURANCE COMPANY

All those certain pieces, parcels or tracts of land in the subdivision known as Northgate in the City and County of Greenville in the State of South Carolina and being more particularly described as follows:

- 1. Lot 5, Block I on the western side of Morningdale Drive;
- 2. Lot 19, Block K on the eastern side of Morningdale Drive;
- 3. Lot 9, Block A on the southeastern side of Rutherford Road;
- 4. Lot 22, Block G on the eastern side of West Avondale Drive, less that portion of said lot 22, conveyed to G. A. Ruff by deed dated November 30, 1950, and recorded in Deed Book 424, Page 296 in the R. M. C. Office of the County of Greenville, State of South Carolina.

The metes and bounds of all of said lots will more fully appear on a plat of Northgate, revised by R. E. Dalton, 1939, and recorded in Plat Book M at Page 13 in the R. M. C. Office of the County of Greenville, State of South Carolina.

5. All that portion of Block N which was conveyed by, and more fully described in, deed of Surety Mortgage Company to Francis M. Hipp, dated February 5, 1951 and recorded in Book 428, Page 500, in the R. M. C. Office of the County of Greenville, State of South Carolina.

6. All that portion of Block L which was conveyed by, and more fully described in, deed of Surety Mortgage Company to Francis M. Hipp, dated February 5, 1951 and recorded in Book 428, Page 500, in the R. M. C. Office of the County of Greenville, State of South Carolina.

For Release See Deed Book 453 Page 196 deed to Carolyn C. Ruff