

MORTGAGE OF REAL ESTATE

WALKER, EMARS & COGSWELL CO., CHARLESTON, S. C. 14566-8-13-40

STATE OF SOUTH CAROLINA)

GREENVILLE COUNTY)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, George B. Smith of the City of Greenville, State of South Carolina, hereinafter spoken of as the Mortgagor, send greetings:

WHEREAS, the said Mortgagor, is justly indebted to THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, a corporation organized and existing under the laws of the State of Tennessee, hereinafter spoken of as the Mortgagee, in the sum of ELEVEN THOUSAND AND NO/100 (\$11,000.00) Dollars lawful money of the United States of America, secured to be paid by certain note or obligation, bearing even date herewith, conditioned for payment at the principal offices of the said LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, in the City of Nashville, in the State of Tennessee, of the sum of ELEVEN THOUSAND AND NO/100 (\$11,000.00) Dollars in words and figures as follows:

PRINCIPAL NOTE
SECURED BY MORTGAGE

\$11,000.00

Greenville, South Carolina, September 11, 1941

For value received, I or we, promise to pay to THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, Inc., a Tennessee corporation with principal office at Nashville, Davidson County, Tennessee, or order, negotiable and payable without offset, at the Home Office of said Company, Nashville, Tennessee, the sum of Eleven Thousand and No/100 (\$11,000.00) Dollars which together with interest at the rate of $4\frac{1}{2}$ per cent per annum is payable in 240 equal monthly instalments on the 1st day of each calendar month, beginning on the 1st day of October, 1941, each for the sum of Sixty-nine and 60/100 (\$69.60) Dollars, and each of said instalments including:

(a) Interest calculated on the monthly decreasing balance of said principal sum, after the payment of each of the said monthly instalments; and

(b) A payment on account of amortization of the principal of said loan.

But if default be made in the payment of any one of the said principal or interest instalments, or in any of the covenants and agreements in the mortgage hereafter mentioned to be performed by the undersigned then in that case the whole sum of both principal and interest of this note, shall, at the option of the holder thereof, become due and payable at once, anything hereinbefore provided to the contrary notwithstanding. The makers and endorsers of this note hereby severally waive presentment, demand, protest and notice of dishonor, and also severally waive the benefit of their homestead or other exemptions as to this obligation. In case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the makers agree to pay reasonable attorney's fee for making such collections.

This note with interest thereon is secured by a mortgage of even date herewith, executed by the makers hereof unto LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE to which reference is hereby made for the terms thereof.

GEORGE B. SMITH (L.S.)

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money mentioned in the said note and for the better securing the payment of the said sum of money mentioned in the said note, with interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in Greenville Township, Greenville County, South Carolina, and being known and designated as Lots Nos. 1, 2, 3 and 4 on a plat made by R. E. Dalton, June, 1921, and having, according to survey made by R. E. Dalton in 1923, the following ~~metes and bounds~~, to-wit:

BEGINNING at an iron pin on the Northwest side of West Paris Road, at corner of property now or formerly of Ross, and running thence with said Ross line, N. 42-23 W. 603.3 feet to an iron pin at a White Oak tree, at the corner of property of the Estate of J. O. Lewis; thence N. 78-51 E. 376.9 feet to an iron pin at joint rear corner of Lots No. 4 and 6; thence with the line of Lots No. 5 and 6, S. 26-05 E. 496.6 feet to an iron pin on the Northwest side of West Paris Road; thence with the Northwest side of West Paris Road, S. 68-47 W. 201.4 feet, more or less, to the beginning corner, and containing 3.14 acres, more or less.

This is the same property conveyed to the mortgagor herein by deed of Rita B. Hart, dated September 30, 1940, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 226, at page 43.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heater, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures,