Vol. 155.
MORTGAGE OF REAL ESTATE

Form 2

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 30904

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

L. W. E. Rush

SEND GREETING:

WHEREAS, I, the said L. W. E. Rush in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Pilot Life Insurance Company of Greensboro, N. C. in the full and just sum of Ten Thousand ($10,000.00) Dollars, to be paid $1000.00 one year after date, $1000.00 two years after date, $1000.00 three years after date, $1000.00 four years after date, and $6000.00 five years after date with interest thereon from date at the rate of 6 per cent. per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after 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 his interest to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent of the indebtedness as attorney's fees, this 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 I, the said L. W. E. Rush in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Pilot Life Insurance Company according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said L. W. E. Rush in hand well and truly paid by the said Pilot Life Insurance Company, at and before the signing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Pilot Life Insurance Company

All those certain lots or parcels of land situate in the County and State aforesaid, on the northern side of the National Highway, about three miles from the City of Greenville, and being known and designated as the Eastern half of Lot No. 4 and all of lot No. 5 of Crofts-Orr Acres as shown on plat recorded in the R.M.C. office for Greenville County, in Plat Book "S" page 35-36 and described as follows:- Beginning at an iron pin on edge of National Highway joint corner lots 5 and 6, and running thence with joint line of said lots N. 7-30 W. 264 feet to iron pin, corner Lot No. 15; thence with line of lot No. 15, S. 73-50 W. 225 feet to iron pin, corner lot No. 14; thence with line of lot No. 14, S. 67 W. 99½ feet to stake; thence S. 13 E. 260 feet, more or less, to iron pin in edge of National Highway; thence in an easterly direction along National Highway 299½ feet to the point of beginning, and being all the land conveyed to me by deeds recorded in R.M.C. Office for Greenville County in Volume 99, page 65 and Volume 94, page 209. And it is understood and agreed that this mortgage is executed and accepted upon the following conditions:-

That the mortgagor shall insure his life in some reputable insurance company doing business in the State of South Carolina, in a sum not less than Ten Thousand ($10,000.00) Dollars, and shall keep the said policy of insurance in force during the period for which said notes and mortgage shall run, which said policy of insurance shall be assigned to the Company herein as collateral security for the debt hereby secured, and in the event of the death of the said assured during the period for which said notes and mortgage may run, it shall be the duty of the Company herein named, at the request of the holder of said notes and mortgage, to declare all of said indebtedness due and payable immediately, to collect the amount due on the said policy of insurance, and apply the proceeds to the payment of any of said indebtedness then remaining unpaid, together with all interest and any sums paid by the holder or holders of the said notes and mortgage, for taxes, insurance, or to remove prior liens or encumbrances, and to the discharge of the debt hereby created, including any expenses incurred in discharging said debt, rendering the overplus, if any, to the legal representatives of the mortgagor, or to the beneficiary, or beneficiaries under said policy or policies, as the case may be, but if the mortgagor shall fail to pay the premiums on the said policy, or policies of insurance, as the same shall become due and payable, then upon the application of the guarantor, it shall be the duty of the Company hereinbefore named to declare all of the said indebtedness immediately due and payable, and to advertise and convey the said property and distribute the proceeds as hereinbefore set out.

1. Date of Instrument 9-1-25
2. Maturity Date 9-1-30
3. Date Recorded 9-21-25
4. Recorded in Book 155 Page 425
5. Amount $10,000.00